

OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 12

In the Matter of:

SAINT LEO UNIVERSITY
INCORPORATED,

and

UNITED FACULTY OF SAINT LEO,
NATIONAL EDUCATION ASSOCIATION
FLORIDA EDUCATION ASSOCIATION,
AMERICAN FEDERATION OF
TEACHERS, AFL-CIO.

Case Nos. 12-CA-275612
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FACULTY

COLLECTIVE BARGAINING AGREEMENT

RATIFICATION AND BOT APPROVAL TO AUGUST 15, 2016

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FACULTY COLLECTIVE BARGAINING AGREEMENT

6-6-13 TO 8-15-2016 CONTRACT

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PREAMBLE

93

94 This Agreement is entered into by and between Saint Leo University Incorporated, the
95 Employer, and the United Faculty of Saint Leo University, United Faculty of Florida,
96 hereinafter referred to as UFSLU, which had been defined as the appropriate unit in
97 Certification of Representative issued by the National Labor Relations Board in Case No.
98 12-RC-4999 on May 26, 1976, affiliated with the National Education Association,
99 Florida Education Association, American Federation of Teachers, American Federation
100 of Labor and Congress of Industrial Organization. This Agreement is applicable only to
101 “Faculty” at the Saint Leo University Campus in Saint Leo, Florida.

102

103 The Agreement is entered into with the acceptance of the Mission of Saint Leo
104 University. The Mission Statement is:

105

106 Saint Leo University is a Catholic, liberal arts-based university serving people of
107 all faiths. Rooted in the 1,500-year-old Benedictine tradition, the University
108 seeks balanced growth in mind, body and spirit for all members of its community.
109 On its home campus and many regional continuing education centers, Saint Leo
110 University offers a practical, effective model for life and leadership in a
111 challenging world, a model based on a steadfast moral consciousness that
112 recognized the dignity, value and gifts of all people.

113

114 To accomplish its mission, the University community creates a student-centered
115 environment in which love of learning is of prime importance. Members of the

community are expected to examine and express their own values, listen respectfully to and respond to the opinions of others, serve the community in which they live, welcome others into their lives and care for all of God's creations.

ARTICLE 1

RECOGNITION

Section 1. Faculty Contract Negotiations

For the purposes of this agreement, the Employer, Saint Leo University, Incorporated, recognizes UFSLU as the bargaining agent for the purpose of collective bargaining with respect to wages, rates of pay, hours, and other terms and conditions of employment for only Faculty employees actually located at the Saint Leo University Campus in Saint Leo, Florida. Those included in the bargaining unit are:

All full time Faculty members employed by Saint Leo University at Saint Leo, Florida, only, including Faculty Librarians; but excluding Visiting Faculty members, part-time Faculty members, School Nurse, Director of Physical Education and Athletics, Graduate Program Directors, Director of Library Services and other Directors, Faculty Department Chairs, Academic Deans and all other employees, guards, managers, and supervisors.

138 Inasmuch as Florida is a right-to-work state, any Faculty member shall have the right to
139 join or assist UFSLU, or engage in other concerted activities or other mutual aid or
140 protection, or shall have the right to refrain from any or all of such activities.

141

142 Section 2. Meetings

143 It is understood that nothing contained in this Agreement shall be construed to prevent
144 the Board of Trustees of the University or any member thereof or any official of the
145 University Administration from meeting with any individual or organization to hear
146 views on any matters; provided, however, that in the event of such meeting taking place
147 that no agreement may be made without negotiating with UFSLU where such meeting is
148 contrary to this Agreement or is a proper subject of collective bargaining.

149

150

151 **ARTICLE 2**

152 **DEFINITIONS**

153

154 Section 1. University

155 The term "University" as used in this Agreement shall mean Saint Leo University,
156 Incorporated, governed by its Board of Trustees, or the University's duly authorized
157 representative.

158

159 Section 2. UFSLU

160 The term "UFSLU" as used in this Agreement shall mean the United Faculty of Saint Leo
161 University, United Faculty of Florida, affiliated with the National Education Association,

162 Florida Education Association, American Federation of Teachers, American Federation
163 of Labor and Congress of Industrial Organization or its duly authorized representative.

164

165 Section 3. Faculty

166 The term "Faculty" as used in this Agreement shall mean all full time Faculty members
167 employed by Saint Leo University at Saint Leo, Florida, only, including Faculty
168 Librarians; but excluding Visiting Faculty members, part-time Faculty members, School
169 Nurse, Director of Physical Education and Athletics, Graduate Program Directors,
170 Director of Library Services and other Directors, Faculty Department Chairs, Academic
171 Deans and all other employees, guards, managers, and supervisors.

172

173 Section 4. Visiting Faculty

174 "Visiting Faculty" as used in this agreement shall mean a person hired in order to replace
175 a Faculty member on leave or to add a specialty to the academic program for no more
176 than five years.

177

178 Section 5. Department Chair

179 The term "Department Chair" as used in this Agreement shall mean a Faculty member
180 who has accepted Academic Administrative appointment in exchange for course
181 reduction as determined appropriate by the Vice President of Academic Affairs (VPAA)
182 in consultation with the dean and the chair. The Department Chair is responsible for the
183 management and supervision of an academic department(s) within the University. See
184 Article 5, Section 5 for status of bargaining unit Faculty serving as Chair.

185

186

187 Section 6. Graduate Program Director

188 “Graduate Program Directors” as used in this Agreement shall mean an Academic
189 Administrative appointment, responsible for the management and supervision of graduate
190 programs of the University.

191

192 Section 7. Director of Library Services and other Directors

193 The term “Director of Library Services” as used in this Agreement shall mean an
194 administrator appointed by the Vice President for Academic Affairs (VPAA) and
195 approved by the President, to manage the Library. Other academic program directors
196 shall include those appointed by the VPAA and approved by the President.

197

198 Section 8. Academic Dean

199 The term “Academic Dean” as used in this Agreement shall mean an Academic
200 Administrative appointment, appointed by the VPAA and approved by the President, to
201 manage an academic school within the University.

202

203 Section 9. Vice President of Academic Affairs

204 The term “Vice President of Academic Affairs” (“VPAA”) as used in this Agreement
205 shall mean an administrator appointed by the President to manage the academic program
206 of the University.

207

208 Section 10. President

209 The term “President” as used in this Agreement shall mean the chief executive officer of
210 Saint Leo University.

211

212 Section 11. Board

213 The term “Board” as used in this Agreement shall mean the full Board of Trustees of
214 Saint Leo University or its duly authorized representative.

215

216 Section 12. Overload

217 The term “Overload” means an additional course for full-time faculty of a type counted
218 toward faculty workload during a semester (15 weeks) that exceeds the contract workload
219 as provided in Article 14, Section 3. By way of example, certain course types are not
220 considered in determining workload (see, e.g., Article 14, Section 4) and various faculty
221 work assignments paid on a flat rate (such as CD ROM courses, directed studies, and
222 senior honors projects under Article 13, Section 4). These latter items may or may not
223 have sufficient enrollment to constitute a course.

224

225 Section 13. Lead Faculty

226 Faculty members selected at the discretion of the Department Chair to assist with class
227 observations, peer collaboration or other duties as determined by the Department Chair
228 and Dean.

229

230 Section 14. Assistant and Associate Chair

231 Faculty members appointed at the discretion of the Department Chair to perform
232 administrative duties as determined by the VPAA. When a University campus-based
233 opportunity for an Assistant or Associate Chair appointment becomes available, the

234 Department Chair will announce the opportunity to the Department faculty and allow
235 those interested to submit written requests for consideration.

236

237 Section 15. Semester and School Year

238 A semester is one of two academic terms (Fall and Spring) that are 15 weeks each in
239 length. The term “school year” refers to a student obligation and consists of two
240 academic semesters as determined by the University.

241

242 Section 16. Academic Year

243 The term “academic year” applies to Faculty members and consists of (9) calendar
244 months beginning by August 9 and ending no later than May 8. The exact dates may
245 vary within this framework each year, but the University will publish the dates in the
246 academic calendar by no later than May 1 each year.

247

248

249 **ARTICLE 3**

250 **UNION RIGHTS AND RESPONSIBILITIES**

251

252 Section 1. Board of Trustees

253 Along with the President and the Board of Trustees, UFSLU, a major Saint Leo
254 stakeholder agrees with the goal of promoting a one-university culture.

255

256

257

258 Section 2. Bulletin Boards

259 UFSLU may post official notices relating to UFSLU activities in the Faculty mailrooms.

260 The boards shall be purchased and maintained by UFSLU.

261

262 Section 3. Communication with Members

263 UFSLU shall have the right to communicate with members of the bargaining unit by use

264 of the University's established mail system(s). Officers of UFSLU -- President, Vice

265 President, Secretary, Treasurer, and Grievance Officers -- may use University copying

266 facilities as available during normal University business hours and shall pay the standard

267 rate.

268

269 Section 4. Union Dues

270 (a) Dues Deduction. So long as the UFSLU is recognized as the exclusive bargaining

271 agent for the bargaining unit, the University agrees to deduct UFSLU membership dues

272 in an amount established by the UFSLU from the pay of any bargaining unit employees

273 who individually and voluntarily makes such a request on a written authorization form.

274 The authorization form will, at a minimum, specify the name of the employee and the

275 exact amount to be deducted. Changes to the amount to be deducted will also be in

276 writing and approved by the individual employee before deduction. Deductions will be

277 made twice per month based on the regular University pay schedule, and will

278 begin/change with the first full-pay period commencing at least seven (7) days following

279 receipt of proper authorization by the University Payroll Office. Dues will be remitted by

280 check within one week following the end of the month. At the time of each remittance, a

281 list of the employees from whose salaries such deductions were made will be provided to

282 the UFSLU office where the funds are sent Termination of Deduction. The University's
283 responsibility for deducting dues and other authorized deductions from an employee's
284 salary terminates automatically upon either (1) written notice from the employee to the
285 University revoking that employee's prior deduction authorization, or (2) the transfer or
286 reassignment of the authorizing employee out of the bargaining unit. The University
287 agrees to process a dues revocation form within a reasonable period of time following
288 receipt. Employees are expected to copy the UFSLU on any revocation of dues
289 deduction.

290

291 (c) Indemnification. The UFSLU assumes complete responsibility for and holds the
292 University harmless for any and all claims against the University, including (1) the cost
293 of defending such actions, arising from the University's compliance with this Section,
294 and for (2) all monies deducted under this Section and remitted to the UFSLU. The
295 UFSLU shall promptly refund to the University excess monies received under this
296 Section not attributable to specified individuals. The UFSLU will promptly refund
297 directly to bargaining unit members any excess monies received under this Section. The
298 University is not obligated to provide more than one payroll deduction field for the
299 purpose of making the deductions described in this Section.

300

301 Section 5. Union Representatives

302 The UFSLU will provide the VPAA with a current list of UFSLU officers and
303 representatives under this Agreement. Updates or changes will be provided within ten
304 business days of the change.

305

306 Section 6. Contract Administration

307 Within reason and with the advance approval of the representative's supervisor, UFSLU
308 will be allowed time off with no loss of pay or charge to leave to participate in collective
309 bargaining, meetings with administration, or meetings with employees when UFSLU
310 representation has been requested and is required. All other activities relating to contract
311 administration or enforcement will not be on University time unless specifically approved
312 by Dean or Director, as applicable, in advance. It is agreed that such approval is at the
313 University's sole discretion and that the University has no obligation to approve such
314 additional time. But when additional time is not approved, the University agrees to work
315 collaboratively with the UFSLU to make the time available through an individual's use of
316 leave, through leave without pay, or through some sort of UFSLU-funded leave if the
317 activities cannot be accomplished during non-University time.

318

319 Section 7. Access to Information

320 The UFSLU agrees to pay, if requested, the amount of .10 per page for any information
321 requested by the UFSLU and provided by the University. The costs will be automatically
322 waived if the requested information is less than ten pages in total.

323

324 Section 8. Consultation

325 The President or his designee will meet with the UFSLU representatives to discuss
326 matters pertinent to the implementation or administration of this Agreement, University
327 actions affecting terms and conditions of employment, or any other mutually agreeable
328 matters. Such meetings will typically occur once per semester in the academic year,
329 unless the parties agree to meet more or less frequently. The party requesting

consultation will submit a written list of agenda items no less than one week in advance of the meeting. The other party will also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such meetings are intended for collaboration and problem-solving regarding this Agreement's implementation and administration and not collective bargaining.

ARTICLE 4

ACADEMIC FREEDOM

Section 1. General Statement

Saint Leo University Incorporated is a Catholic institution that recognizes the teachings of the Roman Catholic Church as morally binding. While the University does not require that members of the Faculty practice or profess the Catholic faith, nor accept the teachings of the Roman Catholic Church as personally binding, the University does require that all Faculty members act professionally, respect, understand, and support the institution's mission and values, which are founded and based on Roman Catholic belief and tradition.

Saint Leo University stands committed to the American Association of University Professors (AAUP) principles articulated in the 1940 AAUP statement and in more recent adoptions of AAUP policy and has endorsed the guidelines of the AAUP on this subject.

353 College and university teachers are citizens, members of a learned profession, and
354 officers of an educational institution. When they speak or write as citizens, they should
355 be free from institutional censorship or discipline, but their special position in the
356 community imposes special obligations. As scholars and educational officers, they
357 should remember that the public may judge their profession and their institution by their
358 utterances. Hence they should at all times be accurate, should exercise appropriate
359 restraint, should show respect for the opinions of others, and should make every effort to
360 indicate that they are not speaking for the institution.

361

362 Section 2. Teaching

363 Teachers are entitled to freedom in the classroom in discussing their subject, but they
364 should be careful not to introduce into their teaching controversial material that has no
365 relation to their subject. The distinction between education and advocacy is instructive in
366 this regard. It is appropriate for Faculty to engage in discussions of controversial matters
367 that are relevant to their disciplines while engaging in the education of students. It is not
368 appropriate in the classroom to serve as advocates for positions that are contrary to the
369 teachings of the Catholic Church outside of their disciplinary and educational boundaries.
370 This article will not be construed as limiting the Faculty member's right to determine
371 what materials are relevant to the objectives of a course.

372

373 The University supports the full freedom of all Faculty to teach in the classroom. The
374 faculty is subject to the strictures associated with usual academic custom, usage, and case
375 law as well as to those requirements specified in the University's Master Syllabus. Such
376 freedom customarily includes the right to select those materials and teaching methods

377 consistent with the relevant Master Syllabus developed collaboratively by the Faculty,
378 approved by departmental Faculty and Deans, and distributed by the University.

379

380 Section 3. Research and Publication

381 All Faculty members are entitled to full freedom to conduct professional or scientific
382 research. Teachers are entitled to full freedom in research and in the publication of the
383 results, subject to the adequate performance of their other academic duties; but research
384 for pecuniary return should be based upon an understanding with the authorities of the
385 institution.

386

387

388 **ARTICLE 5**

389 **FACULTY RIGHTS**

390

391 Section 1. Personnel Records

392 The University will maintain one official set of personnel records housed in two parts for
393 full-time Faculty. Personnel records are maintained in two locations to meet both SACS
394 and legal regulations. The record maintained in the Human Resources Office contains
395 some privileged materials that are not maintained in the Academic Affairs office. The
396 record in the Academic Affairs office contains all materials relating to the Faculty
397 members' teaching and professional duties including all evaluations of those professional
398 activities. Students are not given access to the faculty records at any time. Subject to
399 applicable federal and state law, personnel records are maintained by or can be accessed
400 by only the following University personnel:

401

402 Human Resources Record: All Human Resources personnel (excluding students),
403 VPAA, and University legal representatives.

404

405 Academic Affairs Record: VPAA, Director of Academic Administration, Deans,
406 Department Chairs, Executive Assistant to the VPAA, Continuing Education
407 Personnel Coordinator, Director of Human Resources, and University legal
408 representatives.

409

410 The files in each location will contain the following documentation:

411

412 Academic Affairs: Official faculty academic personnel file that will include
413 current vita, official transcripts, teaching/faculty evaluations, annual appointment
414 letters, and originals of any personnel documents provided by Academic Affairs
415 to Human Resources for file.

416

417 Human Resources: Official University personnel file that will include, but not
418 limited to, a copy of the employee's vita, a copy of official transcripts, annual
419 appointment letters, overload teaching contracts, benefit enrollment applications
420 forms, change forms and all other documentation pertaining to personnel-related
421 issues and correspondence.

422

423 Upon written request, Faculty members may review and copy at the standard rate (.10 per
424 page) any material in their official personnel file. This review shall take place in the

425 presence of a designated University official during regular business hours and normally
426 within two workdays of the request.

427

428 Faculty members shall be provided a copy of any evaluative material at the time it is
429 placed in their official personnel files. Such documents shall be marked "cc: Personnel
430 File." Faculty members shall have thirty (30) working days from the time they become
431 aware of such material to place a rebuttal of such material in their personnel files, if they
432 so desire.

433

434 No evaluation material may be used in any action against any Faculty members subject to
435 this Agreement, unless the material has been made available to the affected Faculty
436 member at least ten (10) working days prior to said action, except in cases where a delay
437 would endanger self or others or would violate the law or provisions of this Agreement.

438

439 Section 2. Outside Employment

440 The UFSLU faculty contract obligates the Faculty member to devote his or her
441 professional energies to meeting faculty responsibilities described in this Agreement.

442

443 During the contract period, a Faculty member wishing to engage in any outside
444 employment may, at his/her own discretion and after having given prior notice, engage in
445 the following:

- 446 a. teach up to two (2) academic courses per semester for any non-competing
447 institution as defined in this Agreement (subject to a base load plus two (2) course
448 cap on combined internal and external teaching), or

449 b. work up to twenty (20) hours per week in non-teaching academic consulting or
450 non-academic related self or outside employment that is not a conflict of interest.
451 No outside employment in any form for competing institutions is permitted.

452

453 Outside the restrictions contained in this Article, the above options are available with
454 notice only as long as the Faculty member has not already declined to do paid
455 supplemental work for the University. In this instance, a Faculty member will provide
456 the Dean of his/her school in writing, prior notice of the non-financial details of the
457 employment no less than two weeks prior to the beginning of an academic semester. The
458 two-week notice period can be waived when the opportunity is not available to the
459 Faculty member until after the deadline has passed.

460

461 A Faculty member wishing to teach more than two (2) academic courses per semester, or
462 to work more than twenty (20) hours per week in self or outside employment will
463 provide the VPAA of his/her school in writing, with the non-financial details of the
464 employment. Normally, such a request must be made no less than one month before the
465 proposed date the external employment will commence and no less than two weeks prior
466 to the beginning of an academic semester. The VPAA, after consulting with the
467 appropriate Dean, will grant or refuse approval for the employment in writing prior to the
468 start of the semester. In either case, a response shall be mailed within ten (10) business
469 days of the date of the receipt of the request. If the request is refused, the reasons for the
470 refusal will be given.

471

472

473

474 An institution is considered a competing institution for purposes of this Article if the
475 institution is a for-profit educational institution, or if the faculty member is teaching or
476 rendering services to or through a consortium or third party provider arrangement (such
477 as but not limited to Coursera or edX). The following are also considered competing
478 institutions for purposes of applying this Article: Western Governors University, Drexel
479 University, Park University, Liberty University, Troy University, Grand Canyon
480 University, Nova Southeastern University, Southern New Hampshire University,
481 University of Maryland, Keiser University, Florida Southern College, and for online
482 courses only, any of the twelve (12) universities in the State University System in
483 Florida.

484

485 Faculty members will also refrain from any outside employment that either involves any
486 use of University resources, or involves engaging in business dealings or transactions
487 with the University that cause personal financial benefit for Faculty members or financial
488 benefit for their family members.

489

490 Approvals for outside employment beyond the two courses per semester or the twenty (2)
491 hours per semester will be for a specified set time period stated in writing not to exceed
492 one year. Renewal of the approval will require a written reapplication by the Faculty
493 member and review by the Dean or the VPAA.

494

495 Effective with the start of the Fall 2013 semester, Faculty members will bring themselves
496 into compliance with all necessary approvals. Teaching contracts or outside employment

497 engagements occurring during Fall 2013 and that were accepted in writing prior to the
498 sooner of the Union's ratification of this Agreement or July 1, 2013, will be
499 "grandfathered in" and considered under the prior CBA language, but only for that
500 semester.

501

502 During the non-contract period, Faculty pursuing summer teaching and academic work
503 assignments with other institutions are expected to disclose their planned activities with
504 their Dean and Department Chair. If a Faculty member is pursuing a summer opportunity
505 that would briefly overlap with the Faculty member's academic year commitment (i.e.,
506 no more than two weeks), the Faculty member may seek approval from his or her Dean to
507 accept the assignment. Such approval will ordinarily be granted if the Faculty member
508 has or will fully complete all of his or her academic year commitments and
509 responsibilities.

510

511 Section 3. Copyrights and Patents

512 Within the tradition of academic freedom as promulgated in the AAUP's 1940 Statement
513 of Principles on Academic Freedom and Tenure, and the AAUP's Statement on
514 Copyright (1999), the parties to this agreement believe that "the public interest is best
515 served by creating an intellectual environment in which creativity, scholarship, and
516 innovation can be encouraged, and rewarded, while still retaining for the university
517 reasonable access to the intellectual property of the faculty for whose creation the
518 university has provided assistance." Furthermore, "...it is the prevailing academic
519 practice to treat the faculty member as the copyright owners of works that are created
520 independently of support from the University and at the faculty member's own initiative

521 for traditional academic purposes. Faculty created works may not be treated as ‘made for
522 hire’ merely because it is created with the use of university resources, facilities, or
523 materials of the sort traditionally and commonly made available to faculty members.”
524 (AAUP Statement of Copyright, 1999)

525

526 Faculty are free to enter into contractual agreements with the administration in which
527 faculty may sell some or all of their intellectual property rights in a given work, which
528 will establish the percentage of ownership of such rights. The modification of ownership
529 rights may occur if the parties involved enter into an agreement before the intellectual
530 property is developed. The agreement will include who will provide funding, who will
531 provide the work, what facilities may be used, deadlines for materials, as well as details
532 relating to who will own and control what percentage of the work, including any
533 royalties.

534

535 Section 4. Preference for Alternate Formats

536 The University shall give preference in hiring to full-time Faculty members who wish to
537 teach for COL, Distance Learning or the Division of Continuing Education and Student
538 Services or Graduate Education. Full-time Faculty must be qualified to be granted
539 privileges under this Section, including meeting academic credits, experience and
540 training and a significant record of publication and documented contribution to the field
541 that satisfy graduate teaching requirements governed by the Southern Association of
542 Colleges. Information regarding upcoming class schedules will be made available on the
543 University’s website.

544

545 Section 5. Status while Serving as Department Chair or Graduate Department Director

546 A Faculty member who chooses to accept administrative duties as a Chair or Graduate
547 Department Director shall for that period retain all the rights, privileges, and benefits of
548 their academic rank as contained in this Agreement. Serving as Chair or Graduate
549 Program Director shall be at the pleasure of the University. The Department Chair may
550 not be terminated from the faculty except as provided in this Agreement. When relieved
551 of administrative duties, such individuals resume their faculty position and the terms
552 applicable to it.

553

554

555

ARTICLE 6

556

NON-DISCRIMINATION & DISABILITIES

557

558 The University and UFSLU recognize their responsibilities under federal, state, and local
559 laws relating to fair employment practices and the principles involved in the area of civil
560 rights. They hereby reaffirm their joint commitment not to discriminate because of race,
561 color, religion, sex, national origin, age, disabilities, creed and any other protected classes
562 provided by federal, state or local laws. For resolution, needed assistance or possible
563 violations, including sexual harassment, grievance processes available to University
564 employees will apply, in lieu of the grievance procedure outlined in this Agreement.

565

566

567

568

ARTICLE 7**NO STRIKE**

UFSLU and the University subscribe to the principle that any and all differences shall be resolved by peaceful and appropriate means without interruption of the University academic program. The University and UFSLU further agree that disputes which may arise between them shall be settled without resort to strike or lockout. UFSLU, therefore, agrees that it shall not instigate and will actively discourage any work stoppage, strike, or suspension of work during the term of this Agreement. Any violation of this clause invalidates the terms of the Agreement, which shall terminate immediately upon any such violation.

ARTICLE 8**GRIEVANCE PROCEDURES****Section 1. Introduction, Definition and Terms**

(a) **Informal Resolution.** The University and UFSLU agree that they shall use their best efforts to encourage the informal and prompt settlement of all grievances, which may arise out of the interpretation of this agreement. However, it is understood that nothing in this Agreement shall deny an individual Faculty member or a group of Faculty members the right to present an informal grievance individually or as a group to the University and have such informal grievances resolved without the intervention of UFSLU, so long as the resolution is consistent with the terms of this Agreement. UFSLU shall be given the

592 opportunity to be present at any proceedings pertaining to the resolution of such informal
593 grievances.

594

595 (b) Grievance Definition. A grievance is defined as a formal allegation by either a
596 bargaining unit Faculty member, a group of Faculty members, or the UFSLU individually
597 or on behalf of its members (herein after known as the grievant) that there is a dispute or
598 disagreement with the University over the interpretation, application, performance, or
599 terms of this Agreement. No other matters shall be subject to the grievance procedure
600 here in described.

601

602 (c) Initiation at Step 2. A grievance filed by the UFSLU which alleges a violation of its
603 rights by the University or that alleges a violation affecting multiple individual Faculty
604 members across more than one School may be initiated at Step 2. A grievance of a
605 decision made by the President or the VPAA is to be initiated at Step 2. Each grievance,
606 request for review, and notice of arbitration must be submitted in writing, which may
607 include fax, United States mail, email, or other recognized means of delivery.

608

609 (d) Burden of Proof. In all grievances alleging any contractual violation, denial of
610 promotion, or denial of tenure, the burden of proof is on the Faculty member and/or the
611 UFSLU. In disciplinary grievances, the burden of proof is on the University.

612

613 (e) Representation. The UFSLU has the exclusive right to represent any Faculty member
614 in a grievance filed under this Agreement. At each step in the process, the University and
615 the UFSLU each agree to provide the other with reasonable advance notice regarding

616 who will be present at grievance meetings. The grievant in these proceedings shall have
617 the right to representation by UFSLU at any step in these proceedings. The grievant shall
618 not be required to discuss any grievance if the Grievance Officer assigned is not present.
619 The University may likewise invite any member of management to attend any
620 proceedings set forth in this Article. The grievant and the University may invite
621 witnesses at any point in the process.

622
623 A Faculty member, with the agreement of UFSLU, may elect self-representation, but the
624 University in such a circumstance has no obligation to recognize or deal with any
625 representative under this Agreement other than UFSLU. No resolution of any
626 individually processed grievance will be inconsistent with the terms of this Agreement
627 unless approved by UFSLU. For this purpose, UFSLU has the right to have an observer
628 present at all meetings called for the purpose of discussing such grievance. The UFSLU
629 President will be informed of the dates and times of any such meetings at the same time
630 as the grievant. The UFSLU President will also be sent copies of all correspondence
631 related to the grievance, including grievance decisions at the same time as they are sent to
632 the grievant.

633
634 Any time limits established in the grievance process at any level may be extended by
635 mutual consent of the parties upon written notice to the UFSLU President and the Human
636 Resources representative.

637

638 Once a grievance has been filed, the grievance procedure set forth in this Article shall be
639 the exclusive process for resolving the grievance. None of the parties involved may
640 attempt to resolve the grievance by any other formal or informal means.

641

642 Section 2. Procedure

643 Step One: By 5:00 p.m. on the 30th day (not including the first day) after the grievant
644 becomes aware that he or she has been aggrieved, the grievant shall request in writing an
645 informal meeting with the appropriate Department Chair or Academic Director, and the
646 appropriate Academic Dean to present the grievance. Such requests shall contain a
647 general description of the potential dispute, including dates, times, and locations, along
648 with copies of relevant documentation. Upon receipt of a request for the informal Step
649 One meeting, the Academic Dean shall schedule a meeting within ten (10) working days
650 of such a request to discuss the grievance with the grievant(s). The Academic Dean shall
651 notify the head of Human Resources of the University and UFSLU President of the
652 request for a meeting and the scheduled date of the meeting. The Human Resources
653 representative and the Grievance Officer shall serve as the timekeepers for the grievance
654 procedure to insure that the meeting occurs within the prescribed ten (10) day period. A
655 written response will be issued within ten (10) working days by the appropriate
656 Department Chair, Academic Director or Dean. Copies of the response will be provided
657 to the grievant and the UFSLU President.

658

659 Step Two: If the grievance is not resolved to the grievant's satisfaction at the informal
660 meeting in Step One, then within ten (10) working days after the date of the meeting, the
661 grievant shall present the grievance in written form to the VPAA and the UFSLU

662 President, with a copy to the Human Resources representative. The VPAA shall provide
663 the grievant, the UFSLU President and the Human Resources representative with a
664 written answer within fifteen (15) working days of receipt of the formal grievance. If the
665 VPAA is not able to meet this deadline, s/he will appoint a substitute within five (5)
666 working days with the understanding that said individual shall respond to the grievant
667 within the aforementioned fifteen (15) working days' time period. The written grievance
668 shall thereafter be included in the official grievance record in all subsequent steps in the
669 grievance process.

670

671 Step Three: If the grievance is not resolved to the satisfaction of the grievant in Step
672 Two, then within ten (10) working days after receipt of the VPAA response, the grievant
673 may submit a request for review of the decision to the President. The President shall
674 review the grievance and render a written decision to grievant(s) within ten (10) working
675 days of receipt of the request for review of the VPAA's decision.

676

677 Step Four: If the grievance is not resolved to the satisfaction of the grievant in Step
678 Three, then within thirty (30) working days after receipt of the President's response, the
679 grievant may elect to follow the procedures and conditions of Article 9.

680

681 Section 3. Abandonment

682 Failure of the University to observe any of the stated time limits in Steps One through
683 Four shall allow the grievant to proceed to the next step in the grievance procedure.
684 Failure of the grievant to appeal within the time limits set forth above shall terminate the
685 grievance process with implementation of the decision rendered at the prior step.

686

687 Section 4. Settlement

688 The parties may settle the grievance at any step of the procedure set forth above. Said
689 agreement shall be reduced to writing and signed by all parties with copies provided to
690 the VPAA, the grievant, the President of UFSLU, and the head of Human Resources.

691

692 Section 5. Grievance Investigations

693 At the beginning of each academic year, UFSLU shall appoint two Faculty members who
694 shall serve as Grievance Officers and submit their names, in writing, to the VPAA no
695 later than September 10 of each academic year. The VPAA, the President, or the
696 grievant may request a written report of the Grievance Officer's investigation.

697

698 Section 6. No Reprisal

699 No reprisal or recrimination of any kind shall be taken by the University against anyone
700 because of participation in the procedures set forth in this Article.

701

702 Section 7. Retroactivity of Grievance Process

703 A grievance filed during the term of this Agreement shall be governed by this Article at
704 all steps of the grievance process, regardless of whether any subsequent collective
705 bargaining agreement takes effect during the time the grievance is pending.

706

707

708

709

710 **ARTICLE 9**

711 **ARBITRATION**

712
713 **Section 1. Conditions**

714 Only grievances which satisfy each of the following conditions and have been accepted
715 by UFSLU for arbitration shall be subject to arbitration:

716
717 (a) The grievance was filed in writing as specified in Article 8 and processed in the
718 manner and within the time limits prescribed in the Grievance Procedure.

719
720 (b) The written grievance and the written demand for arbitration clearly identified the
721 Article, section, paragraph, and page of this Agreement which was allegedly violated.

722
723 (c) The demand for arbitration was made in writing to the President of the University
724 within thirty (30) working days from the date the decision was rendered at the last step in
725 the grievance procedure or failure of the University to observe the stated time limit in
726 Step Four.

727
728 (d) The grievance may be withdrawn at any time by the grievant or by the designated
729 UFSLU representative.

730
731 **Section 2. Demand for Arbitration**

732 (a) The demand for arbitration shall state the specific provision or provisions of the
733 contract alleged to be violated, the nature of the dispute, and the remedy requested. Upon

734 receipt of the demand for arbitration, the parties shall request the names of seven (7)
735 arbitrators from FMCS, all of whom shall have Florida addresses for purposes of travel
736 expenses. The location of any arbitration arising out of this Agreement shall be within
737 the greater Tampa Bay metropolitan area. If the parties are unable to agree on an
738 arbitrator from the list, then the parties shall alternately strike one name from the list and
739 the remaining name shall be the arbitrator. The first choice to strike from the list will be
740 determined by the flip of a coin. The UFSLU will call Heads or Tails.

741

742 (b) The parties may, at their option, agree in advance on the issues to be presented to the
743 arbitrator.

744

745 (c) The decision of the arbitrator shall be final and binding on both parties, and it will be
746 rendered in writing within thirty (30) days following the conclusion of the hearing or
747 submission of briefs, whichever is later. The parties shall each bear the cost of preparing
748 and conducting their own presentation, including payment of witnesses attending the
749 hearing at their request. The parties will share equally in the cost of the arbitrator,
750 including fees, hearing room and the cost of the transcriber, if any. The cost of the
751 transcript and any associated copies shall be paid by the ordering party.

752

753 Section 3. Power of Arbitration

754 The arbitrator shall only have jurisdiction to determine whether or not the alleged
755 violation of the Agreement occurred as described in the written demand for arbitration.

756 The arbitrator may consider, to the extent applicable, the entire contract in reaching such
757 a decision.

758

759 However, the arbitrator shall have no power to add to, subtract from, modify, or alter
760 terms of this Agreement, nor will the arbitrator have the power to arbitrate any matter,
761 expressly or implicitly, not arising from the interpretation, construction, or enforcement
762 of this Agreement.

763

764 Section 4. Resolution

765 Notwithstanding the expiration of this Agreement, any claim or grievance arising
766 hereunder shall be processed through the grievance procedure and this Article until
767 resolution.

768

769 Section 5. Reasons

770 The University shall not submit any reasons for its actions against the grievant that were
771 not presented during the grievance procedure prior to arbitration. Nor may the grievant
772 change or modify the issues of his/her grievance prior to arbitration.

773

774

775

ARTICLE 10

776

FACULTY APPOINTMENTS

777

778 Section 1. Probationary Faculty Appointments

779 The VPAA shall consult with the appropriate Academic Director, Department Chair,
780 Academic Dean and departmental and appropriate school Faculty in the appointment of
781 new Faculty, hereinafter referred to as probationary Faculty, to the University. In

782 general, after the approval for a faculty search, the Dean or Academic Director, working
783 with the Chair and department faculty, will determine the qualifications and criteria to be
784 used to fill faculty vacancies that the VPAA has determined will be filled externally.
785 Faculty vacancies to be filled externally will be advertised, and the hiring committee will
786 include at least Faculty members from the department and school, and at least one
787 Faculty member from a different school. The VPAA shall not, in any respect, be bound
788 by any recommendation of an Academic Director, Department Chair, Academic Dean, or
789 Faculty member. Appointments to the Faculty of the University shall be made by the
790 VPAA after consultation with the President of the University. All new appointments to
791 the Faculty will be in writing, and will reflect any special terms agreed upon as a
792 condition of hire. For purposes of tenure and promotion, Faculty who begin their duties
793 after the start of the academic year and no later than the beginning of the second
794 semester, shall count that entire academic year as service. The initial rank of
795 probationary faculty shall be determined by the VPAA. In addition, conditions for
796 promotion and/or tenure (when applicable) must be stated in the initial appointment
797 contract.

798

799 The probationary period for full-time tenure-track Faculty shall be a maximum of seven
800 (7) years in length. Appointments shall be of the following length in order from the first
801 year:

802

803 The first year appointment is for one year;

804 The second year appointment is for one year;

805 The third year appointment is for one year;

806 The fourth year appointment is for one year;

807 The fifth year appointment is for two years; and

808 The seventh year appointment (terminal year) is for one year.

809

810 At the Faculty member's request, the probationary period may be extended one time for

811 up to one year for Faculty members who take a leave of absence for serious health

812 condition of self or a covered relative under the FMLA. At the Faculty member's

813 request, the probationary period may also be extended for the purposes of child bearing

814 or rearing if the Faculty member (male or female) is a primary or coequal caregiver of

815 newborn or newly adopted children. This extension shall be granted only if the faculty

816 requests and is granted full or partial leave of absence. The Faculty member shall be

817 granted an extension of the probationary period for up to one year for each child not to

818 exceed more than two one-year extensions. If the probationary period is extended, that

819 extension will be confirmed to the Faculty member in writing by the VPAA.

820

821 The University may elect not to renew said Faculty member's employment upon any

822 expiration date thereof during the probationary period for any reason whatsoever. If the

823 University elects to exercise its rights under this section during any year of the

824 probationary period, the following notification provisions shall apply:

825

826 Year 1 – March 1;

827 Year 2 – March 1;

828 Year 3 – November 15;

829 Year 4 – November 15;

830 Year 6 – March 1 of year prior to terminal year;

831

832 The VPAA will appoint a faculty mentor for each new tenure track Faculty member in
833 their first year.

834

835 The offer of a conversion of a Faculty member from a tenure track to a non-tenure track
836 appointment will be presented in writing and the Faculty member will have five (5)
837 business days to accept or reject the offer. The change will be effective after it is signed
838 by both the VPAA and the affected Faculty member.

839

840 All grants of Tenure decisions and promotion decisions are recommended by the
841 President must be ratified by the Board of Trustees. Tenure and/or promotion, if granted,
842 will take effect on August 16 of the academic year immediately following the decision of
843 the Board of Trustees.

844

845 Section 2. Non-Renewal/ Termination

846 Once tenure has become effective, a Faculty member will receive continuous
847 employment for each successive year until retirement or until the Faculty member is
848 terminated for just cause or reduction in force.

849

850 (a) Termination of Employment. A tenured Faculty member will be terminated from the
851 University, only for Just Cause, which is defined as follows: academic incompetence,
852 neglect of duties, inability to perform assigned faculty duties due to a physical or mental
853 disability even with reasonable accommodation, misconduct, or moral turpitude. It is

854 expressly understood by and agreed to among the parties that a full-time, tenured Faculty
855 member who is also serving as the coach of an intercollegiate athletic team either may be
856 suspended for a period of time without pay, or the coach's employment may be
857 terminated if found to be involved in a deliberate and serious violation as defined by the
858 NCAA regulations. Coaches are hired, evaluated, retained and dismissed by the Athletic
859 Director. A Faculty member who no longer coaches returns to her/his full time faculty
860 responsibilities.

861

862 (b) Reduction in Force. Should the University foresee the need for a reduction in force
863 during the terms of this agreement, the VPAA will notify UFSLU President in writing of
864 the University's intent in writing as soon as possible but not less than sixty (60) calendar
865 days prior to notification to affected Faculty members. The notice will include the
866 rationale for, and anticipated extent of, the reduction and the effective date of the
867 reduction. The rationale for a reduction in force may include man-made and natural
868 disasters, acts of God, program termination or financial exigency.

869

870 The effective date of reductions in force will normally occur at the end of the current
871 annual contract period of the affected Faculty members. Notice of reduction in force to
872 affected persons will provide a minimum notice of one academic term. Contracts for less
873 than a full academic year may be issued to provide the required minimum notice. In all
874 cases of termination of appointment because of the above conditions, the place of the
875 faculty member shall not be filled by a replacement within a period of three (3) years
876 unless the released Faculty member has been offered reinstatement and a reasonable time
877 in which to accept or decline it. The University and UFSLU will negotiate any

878 differences in the order of reduction and the order of recall during the 60-day notice
879 period. Should negotiations not be concluded within the notice period, the University
880 will have the right to proceed with the notice requirement to the person(s). Tenured
881 faculty will be granted preference in retention over non-tenured faculty if the tenured
882 faculty member's qualifications are judged by the University to be more aligned with
883 program needs.

884

885 Section 3. Visiting Faculty

886 Years of service as a visiting or non-tenure track Faculty member shall count toward the
887 probationary period for a tenure-track position if the Faculty member is hired for a
888 tenure-track position, and if the Faculty member decides to count some or all of these
889 years toward the probationary period. Visiting Faculty members may serve in a full-time
890 capacity for no more than five (5) years.

891

892 Section 4. Other Faculty Appointments

893 The University also employs within the bargaining unit Faculty members in non-tenure
894 track appointments in the classification of Instructor and in all faculty ranks. Such
895 Faculty members are employed on fixed term appointments (typically by academic year).
896 Faculty members meeting applicable plan criteria are eligible for benefits like insurance
897 and retirement, but no right of tenure or renewal of appointment at expiration is
898 guaranteed. Faculty members in these appointments who accept appointment to a tenure
899 track position will be granted credit toward tenure for prior service only if specified in
900 writing by the VPAA at the time of the tenure track appointment.

901

902

903

ARTICLE 11

904

PROMOTION AND TENURE

905

906 Section 1. General Policy Regarding Promotion and Tenure

907 Saint Leo University, a Roman Catholic teaching university, commits to excellence as
908 one of its six core values. Promotion and Tenure are the means by which the University
909 recognizes individual Faculty for excellence in their faculty role. Tenure-track faculty
910 may apply for and be considered no sooner than the fifth year and must apply for and be
911 considered in the sixth year. Faculty denied tenure in the fifth year have the right to re-
912 apply for tenure in the sixth year. Faculty may apply for promotion in any year but must
913 have at least five years of experience at SLU since their last promotion or date of hire
914 before applying. Faculty denied promotion may re-apply in any subsequent year.

915

916 The only exception to the above outlined promotion and tenure schedule can occur when
917 the University wishes to hire faculty who have held a tenured position at the rank of
918 Associate or Full Professor at another baccalaureate degree granting college or university.

919 The University may hire this person with the individual written contractual stipulation
920 that this faculty member may apply for tenure in October of the third year. For hires at
921 less than Full Professor, the University may hire this person with the individual written
922 contractual stipulation that they may seek promotion earlier than five years.

923

924 Applications for promotion and tenure will be evaluated by the Committee, the VPAA
925 and the President following the annual promotion and tenure calendar. If granted,
926 promotion and/or tenure will take effect on August 16th of the next academic year.

927

928 Promotion and Tenure Committee deliberations shall be electronically recorded and
929 sealed. The sealed recording shall be kept for seven years following the decision on
930 promotion or tenure. The Chair of the Promotion and Tenure Committee shall keep the
931 sealed recording stored in a secure fashion for the first month; the VPAA shall keep the
932 sealed recording stored in a secure fashion for the remaining six years and eleven months.
933 After the seventh year the sealed recording shall be destroyed.

934

935 Denials of promotion and/or tenure are made by the President. Recommendations for
936 promotion or tenure are made by the President but must also be approved or may be
937 denied by the Board of Trustees. In the case of a disputed decision regarding promotion
938 and/or tenure, the sealed recording may be opened in the presence of appropriate persons
939 as described in the Grievance process if requested by either administration or the grieving
940 faculty member.

941

942 Section 2. Policy Particular to Tenure, Promotion, Graduate Faculty and Non-Teaching
943 Faculty

944 Promotion and tenure decisions at Saint Leo University are made on the basis of
945 documented and evaluated performance in three areas: (1) teaching; (2) scholarly growth
946 (3) institutional and community service.

947

948 (a) Tenure and Promotion: The primary criteria for decisions regarding reappointment,
949 tenure and promotion are excellence in classroom teaching and in facilitating student
950 learning. Teaching Faculty must demonstrate excellence in teaching, a part of which is
951 academic advising. Teaching Faculty must also demonstrate excellence in either (1)
952 scholarly growth or (2) institutional and community service.

953

954 Scholarly growth may be demonstrated through professional development and/or
955 research. The definition of professional development and scholarly research will be
956 determined by the relevant School. The University will recognize both traditional and
957 non-traditional means of demonstrating professional development and/or research.

958

959 (b) For library Faculty, professional library service contributing to the educational
960 function of the University is the primary area of faculty performance and of evaluation.

961

962 (c) For Faculty with no teaching assignments, professional responsibilities that are
963 directly related to their assignments are the primary area of faculty performance.

964

965 (d) For Graduate Faculty, traditional research as recognized by their discipline leading to
966 publication in appropriate formats is expected. This provision does not obligate the
967 University to fund the research.

968

969

970

971

972 Section 3. Promotion and Tenure Committee

973 The purpose of the promotion and tenure committee is to give to the administration the
974 recommendations of the faculty regarding the suitability of applicants to be promoted or
975 tenured.

976

977 This committee shall be composed of five (5) tenured faculty members, holding the rank
978 of Professor. Faculty members are elected to this committee for two-year terms. Three
979 members' terms begin on even years and two members' terms begin on odd years.
980 Faculty members elected by the faculty may serve no more than two (2) successive terms,
981 following which the Faculty member must have at least a four-year hiatus. No more
982 than one (1) member can be from any one department. At least three (3) members will be
983 bargaining unit Faculty. If there is only one person with this rank in a particular
984 department, then an alternative person holding the rank of Professor can be elected from
985 another department to prevent members from serving multiple consecutive terms. No
986 more than two (2) members can be from any one school. If for any reason P&T
987 membership cannot be achieved using this composition framework, the VPAA and the
988 Union will meet and agree on a temporary change in membership composition to fill the
989 vacancy.

990

991 In even years, the three positions on the P&T Committee shall be selected in the
992 following manner:

993

994 The President will appoint one member to the committee. The President's appointment
995 to the Promotion and Tenure Committee may come from non-University campus faculty.

996 The full-time faculty will elect two members to the Promotion and Tenure committee at
997 the last faculty meeting of the academic year.

998

999 In odd years, the two positions on the P&T Committee shall be selected in the following
1000 manner:

1001 The full-time faculty will elect two members to the Promotion and Tenure committee at
1002 the last faculty meeting of the academic year.

1003

1004 In anticipation of elections conducted under this Section, the following procedure will be
1005 used:

- 1006 • The VPAA or designee will provide the Union President with a list of faculty
1007 eligible to serve of the P&T Committee. The Union will have 15 calendar days to
1008 check the list for accuracy.
- 1009 • Once the list is finalized, the eligible faculty members will be solicited regarding
1010 their willingness to serve. Eligible faculty members willing to serve will be
1011 placed on the ballot.
- 1012 • The election will then be conducted at the last faculty meeting of the academic
1013 year.
- 1014 • The ballots will be counted in the Union's presence following the election. The
1015 tally of ballots will be announced after being counted.

1016

1017 Only bargaining unit faculty, non-University campus faculty, and faculty in
1018 administrative appointments below the level of Dean are eligible to vote and serve on
1019 P&T. The VPAA and Deans are not eligible to vote in P&T Committee elections.

1020

1021 In both even and odd years, elections will take place at the last faculty meeting of the
1022 academic year. In even years, the Presidential appointment will be made following the
1023 elections, and that selection will be communicated following the faculty meeting.

1024

1025 The President will appoint the chair of the committee each year from the five
1026 appointed/elected members.

1027

1028 The Faculty P&T Committee shall review the credentials of faculty that submit
1029 application for promotion and/or tenure. The Faculty P&T Committee shall recommend
1030 those faculty members qualified for promotion and/or tenure to the Vice President of
1031 Academic Affairs. Upon consultation with the P&T committee and with the VPAA, the
1032 President recommends promotion and/or tenure of faculty to the Board.

1033

1034 The Promotion and Tenure Committee, Vice President of Academic Affairs and the
1035 President shall make these recommendations in accordance with the General Policy
1036 Regarding Promotion and Tenure listed at Article 11 Section 1 and 2.

1037

1038 Section 4. Procedures for Promotion and Tenure Applications

1039 The Faculty member who is applying for promotion and tenure has the responsibility of
1040 presenting an application package that documents his or her performance in each of the
1041 above areas in an appropriate and complete manner. A Faculty member may consult with
1042 the Faculty Handbook. However, the Handbook is not a part of this contract and other

1043 formats, if approved by the Dean and faculty of the relevant school, are equally
1044 acceptable.

1045

1046 Department Chairs and Directors or Deans provide the Promotion and Tenure Committee
1047 with written evaluations and recommendations for promotion and tenure as appropriate.

1048

1049 Section 5. Beginning of the Promotion and Tenure Calendar

1050 Before September 30, the Committee shall meet together with the President of the
1051 University, the Vice President of Academic Affairs, and the president of UFSLU to
1052 review the criteria and procedures outlined in the Saint Leo University Collective
1053 Bargaining Agreement. Following that meeting, the Committee Chair shall meet with
1054 School Deans to review these criteria and procedures.

1055

1056 By September 15, the VPAA shall inform all Faculty of the annual tenure and promotion
1057 schedule.

1058

1059 Section 6. Tenure Calendar

1060 (a) By September 30th of each year, probationary Faculty who meet all qualifications
1061 and who wish to apply for tenure must submit a letter of intent to apply for tenure to the
1062 VPAA who in turn informs the Committee Chair.

1063

1064 (b) On or before October 15th of the current year, applications for tenure must be
1065 submitted to the Department Chair or Library Director, as appropriate, who will review
1066 the application and attach a letter of comment to the application. The Department Chair

1067 must then forward the application to the School Dean for review prior to November 1st.
1068 The School Dean will also review the application and attach a letter of comment to the
1069 application. The School Dean or Library Director must forward the application for tenure
1070 to the VPAA and Chair of the P & T Committee prior to November 15th.

1071

1072 (c) On or before December 15th of the current year the Chair of the P&T Committee
1073 must submit the Committee's recommendations and rationale to the VPAA.

1074

1075 (d) Written minutes of the meetings shall consist of a statement of subjects covered. No
1076 information shall be included that would identify the vote or remarks of any individual
1077 member or group of members. The recommendations concerning faculty tenure and/or
1078 promotion shall be decided by a majority vote of the full committee.

1079

1080 (e) On or before January 10th of the current year the VPAA submits his or her
1081 recommendations along with those of the Committee to the President.

1082

1083 (f) As stated above, denial of tenure decisions are made by the President.

1084 Recommendations for tenure are made by the President but must also be approved or may
1085 be denied by the Board of Trustees. Following the February Board of Trustees meeting,
1086 the President will communicate in writing his/her final decision to the candidate, VPAA
1087 and to the Chair of the Promotion and Tenure Committee within two weeks of the Board
1088 of Trustees' decision. If the President disagrees with the recommendations of the Faculty
1089 Promotion and Tenure Committee, the President shall meet with the committee to discuss
1090 his/her rationale prior to sending out the letter to the faculty.

1091

1092 Section 7. Promotion Calendar

1093 (a) Faculty members who wish to be considered for promotion must notify the VPAA
1094 and Committee Chair in writing prior to December 1st of the current year.

1095

1096 (b) On or before January 15th of the current year, a candidate for promotion must submit
1097 a complete application for promotion to the Department Chair or Library Director, as
1098 appropriate, who will review the application and attach a letter of comment to the
1099 application. The Department Chair must then forward the promotion application to the
1100 School Dean, who will review the application and attach a letter of comment to the
1101 application, for review prior to February 1st of the current year.

1102

1103 (c) The School Dean or the Library Director shall forward the application with their
1104 recommendation to the Committee Chair prior to February 15th of the current year. The
1105 Chair of the Committee will convene the Committee to begin review of the applications
1106 prior to February 15th of the current year. Should they choose, candidates may also
1107 submit supporting documents from professional colleagues with direct knowledge of the
1108 applicants teaching service, scholarship, professional development, and committee work.

1109

1110 (d) The Committee will submit its recommendations to the VPAA in writing prior to
1111 March 15th of the current year.

1112

1113 (e) Minutes of the meetings shall consist of a statement of subjects covered. No
1114 information shall be included that would identify the vote or remarks of any individual

1115 member or group of members. The recommendations concerning faculty tenure and/or
1116 promotion shall be decided by a majority vote of the full Committee.

1117

1118 (f) The VPAA will submit his/her written recommendations along with those of the
1119 Committee to the President on or before April 1 of the current year.

1120

1121 (g) As stated above, denial of promotion decisions are made by the President.
1122 Recommendations for promotion are made by the President but must also be approved or
1123 may be denied by the Board of Trustees. Following the May Board of Trustee meeting,
1124 the President will communicate in writing his/her final decision to the candidate, VPAA
1125 and to the Chair of the Promotion and Tenure Committee within two weeks of the Board
1126 of Trustees' decision. In the event the President's decisions do not agree with the Faculty
1127 Promotion and Tenure Committee, s/he shall meet and discuss his/her decisions with the
1128 Committee. Promotion, if granted, will take effect at the beginning of the next academic
1129 year. For pay purposes, promotion is effective on August 16th.

1130

1131 (h) Any changes in the specific listed dates such as those created by calendar variances
1132 are circulated by the Office of the VPAA on or before September 15th of each academic
1133 year.

1134

1135

1136

1137

1138

1139 **ARTICLE 12**

1140 **PROFESSIONAL DEVELOPMENT**

1141
1142 Section 1. Professional Development Fund

1143 The University will maintain the annual professional development fund currently in place
1144 and funded in accordance with Article 13, Section 2 of no less than the applicable amount
1145 per fulltime Faculty member employed by the University on August 16 of each year. The
1146 fund shall be placed in a separate budget in Academic Affairs. Disbursement of funds
1147 will be made by a committee comprised of two academic administrators appointed by the
1148 VPAA and two Faculty appointed by the President of the Union.

1149
1150 Full time Faculty will apply for professional development funds by submitting a
1151 standardized form supplied by the University indicating the purpose of the activity and
1152 the impact funding will have on the Faculty member's teaching and professional
1153 development. A final expense report will be required from the Faculty member using the
1154 professional development funds that documents the use of the funds and reconciles all
1155 advances with expenses. All expenses will be documented by *original* receipts as
1156 required by University financial policy, and the final expense report will comply with
1157 IRS regulations.

1158
1159 Section 2. Sabbatical

1160
1161 (a) Sabbatical Definition and Eligibility. Sabbatical Leave shall be considered a
1162 reassignment from normal teaching responsibilities for a specific period of time and for a

specified academic purpose from which both the Faculty member and the University shall benefit. A sabbatical may be taken for one full academic year or for one full regular semester (a regular semester is the fall or spring semester). A Faculty member is eligible for sabbatical leave during and after the seventh year of service dating back to the initial appointment or to the prior sabbatical leave.

(b) Application for Sabbatical. The notice of intent for sabbatical shall be submitted by September 15th one year prior to the academic contract year in which the Faculty member wishes to start a fall sabbatical leave or by January 15 one year prior to the academic year in which the faculty member wishes to start a Spring sabbatical leave. She/he must submit to the Department Chair or Director and Dean a written notice of intent to file for sabbatical leave. The notice of intent to file for sabbatical leave will be followed by the actual application. In no event shall the actual application for sabbatical leave be filed less than six (6) months prior to the academic semester for when the sabbatical is proposed. The sabbatical project shall be outlined with details in the application. As a part of the sabbatical application the Faculty member applying for a sabbatical must provide clear and measurable goals for the sabbatical. The sabbatical project must be of a significant scholarly nature and should enhance Faculty member's professional development and/or his/her teaching effectiveness.

(c) Approval Process. The application shall be submitted to the Faculty member's Department Chair, or in the case of faculty librarians, to the Library Director. Within thirty days, the Chair or Library Director shall make a recommendation to the appropriate School Dean or VPAA, as applicable. The Department Chair's recommendation shall

1187 address the value of the proposed project, comment on the effect the project may have on
1188 teaching, learning, and professional development, and shall detail the courses that will
1189 not be taught or a plan for teaching courses in the absence of the faculty member who
1190 shall be on sabbatical. The Dean will recommend an action to the VPAA within fifteen
1191 (15) days of receipt of the Chair's recommendation and forward that recommendation to
1192 the VPAA. The VPAA shall decide to grant or refuse the request for sabbatical leave
1193 within thirty (30) days. The VPAA may defer a sabbatical leave for programmatic and/or
1194 financial reasons. Generally, no more than one faculty member per department shall be
1195 granted a sabbatical in the same academic year.

1196
1197 (d) Required Report and Commitment. Within three (3) months after the conclusion of a
1198 sabbatical, the Faculty member must file a written report on the sabbatical project to the
1199 VPAA detailing how the sabbatical project was completed. This report shall provide the
1200 Faculty member's assessment of how the clear and measurable goals of the sabbatical
1201 were met and shall provide appropriate supporting documentation. The VPAA will
1202 share the report with the Dean, Department Chair and with the faculty as a whole. The
1203 report shall be placed on reserve in the Library for review. Upon request the Faculty
1204 member also agrees to make a presentation to the faculty or Board of Trustees. By
1205 accepting a sabbatical leave, the Faculty member commits himself/herself to one (1) year
1206 of full-time service to the University immediately following the expiration of the
1207 sabbatical. In the event the Faculty member does not comply with the terms of the
1208 Sabbatical or this Section the Faculty member agrees to compensate the University in an
1209 amount equal to the amount of salary paid to the faculty member during his or her
1210 sabbatical.

1211 Section 3. Reassigned Time

1212 Faculty members may be granted a reassignment of time from teaching for professional
1213 development purposes or for administrative duties. Normally, this reassignment of time
1214 is granted for no more than one (1) year. A Faculty member who wishes to have
1215 reassigned time for purposes of professional development must make application through
1216 his/her Department Chair and Dean to the VPAA. The procedure for requesting a
1217 reassignment of time is as follows:

1218

1219 (a) For the fall semester, a Faculty member should make written application to his/her
1220 Department Chair before April 1st of the preceding academic year. The request and
1221 application for reassignment of time, for the spring semester, must be submitted no later
1222 than October 1st to the Department Chair.

1223

1224 (b) The Faculty member's application must include a complete description of the work
1225 that is proposed and estimates of the time required to complete the work.

1226

1227 (c) The Department Chair, in reviewing the application, must comment on both the scope
1228 of the work, its relevance to department needs and goals and on the reasonableness of the
1229 request. The Department Chair will in turn forward her/his recommendation to the Dean
1230 within ten (10) business days of receipt of the request. The Department Chair's written
1231 recommendation must include a description of how the Department Chair proposes to
1232 replace the Faculty member for the course/courses that will be reassigned.

1233

(d) The Dean in turn will review the application for reassignment of time for professional development and will forward her/his written recommendation to the VPAA within five (5) days. The Dean's analysis must include commentary on the impact of any courses not taught on the curriculum and on students.

(e) The VPAA, in turn, will make the final decision regarding the reassignment of time and will respond in writing within ten (10) business days of the receipt of the Dean's recommendation.

Section 4. Post-Tenure Faculty Development Review

Purpose

The Post-Tenure Faculty Development Review process (FDR) is designed to ensure that faculty members continue to grow professionally after having received tenure and to provide a process for evaluation of that growth. To accomplish this, the University will use an annual review process to document a faculty member's post-tenure performance and to assess his or her contributions and professional development. When necessary, a more formal performance development plan will be implemented to support growth and development.

Process

Step 1: Faculty members will be evaluated annually by their Department Chairs relative to an individual's assigned duties and accomplishments for the previous year, including:

- a. end-of-class student evaluations

- b. Department Chair and at least one peer class observations selected by the faculty member from Associate and Full Professors
- c. Department, School, and/or University-wide committee work, and
- d. Scholarly and/or other professional development activities.

As part of the process, faculty members will be given the opportunity to submit annual plans for development and year-end accomplishment summaries. During the review conference, faculty members will receive feedback and have the opportunity to discuss the review with their Department Chair. The faculty member may also receive counseling if their performance is less than satisfactory. A written review will be provided to the faculty member following the review conference.

Step 2: A tenured faculty member whose performance is judged to be less than satisfactory for two of the past five years (beginning with the 2013-2014 academic year) and for whom counseling has not adequately improved the situation will be given a formal Performance Development Plan (PDP), the details of which will be discussed with the faculty member. At the faculty member's election, he or she can accept the PDP as written, or the faculty member can seek review under Step 3 before implementation.

Step 3: Performance Development Plan

- a. The PDP review process begins with the Department Chair preparing a summary of faculty member's annual performance reviews for the period encompassing the two years of unsatisfactory performance, the proposed PDP, and any additional material pertaining to performance.

b. The faculty member prepares and provides whatever material he or she thinks will support their position.

c. The performance review summary and PDP, and the faculty member's materials are forwarded to a Faculty Development Review Committee made up of an administrator appointed by the President and two tenured Associate or Full faculty members elected by the faculty every two years. The election procedure to be used will be consistent with the process detailed for P&T Committee elections.

d. The Faculty Development Review Committee will review the materials submitted and provide a recommendation to the VPAA with a copy to the Department Chair and affected faculty member on whether the PDP should be implemented as written, implemented with revisions, or not implemented at all. If either the Department Chair or the affected faculty member is dissatisfied with the Committee's recommendation, he or she may seek review by the VPAA. The VPAA will promptly provide the faculty member, the Department Chair, and the Committee with his or her final decision. If the Committee recommended and the VPAA concurs that a PDP is not necessary, the faculty member will return to the annual performance review status.

Step 4: PDP Implementation

If it is determined by the VPAA that the PDP is necessary, the Department Chair will meet with the faculty member regularly to review and support the faculty member's progress toward meeting the PDP targets. When the faculty member meets all PDP expectations, the Department Chair will notify the faculty member, the Faculty

Development Committee, and the VPAA in writing. The faculty member will then be returned to the annual review process.

ARTICLE 13

SALARY

Section 1. Salary Increases

The salaries of all Faculty, regardless of rank, will be increased as follows:

A minimum salary increase of 3.25% for the entire bargaining unit effective for six months of Academic Year 2012-2013 (i.e., effective February 16, 2013).

Academic Year 2013-2014: A minimum salary increase of 3.0% for the entire bargaining unit effective August 16, 2013. The University may also award additional individual salary increases effective that same date based on performance as determined by the Dean and approved by the VPAA. Although the individual Faculty selected to receive these raises may receive more than .40% on a per-person basis, the total pool of dollars available to award these increases will not exceed .40% of the bargaining unit base pay.

Academic Year 2014-2015: A minimum salary increase of 3.0% for the entire bargaining unit effective August 16, 2014. The University may also award additional individual salary increases effective that same date based on performance as determined by the Dean and approved by the VPAA. Although the individual Faculty selected to receive

1330 these raises may receive more than .50% on a per-person basis, the total pool of dollars
1331 available to award these increases will not exceed .50% of the bargaining unit base pay.

1332

1333 Academic Year 2015-2016: A minimum salary increase of 3.0% for the entire bargaining
1334 unit effective August 16, 2014. The University may also award additional individual
1335 salary increases effective that same date based on performance as determined by the
1336 Dean and approved by the VPAA. Although the individual Faculty selected to receive
1337 these raises may receive more than .60% on a per-person basis, the total pool of dollars
1338 available to award these increases will not exceed .60% of the bargaining unit base pay.

1339

1340 Section 2. Professional Development Fund

1341 The University Professional Development Fund established under Article 12, Section 1
1342 will be funded each year at the level of \$1,250 per full time Faculty member employed by
1343 the University on August 15 of the applicable year.

1344

1345 Section 3. Increases for Faculty Promoted or Completing Doctorates

1346 Current Faculty pursuing a doctorate, who complete their doctorate in a regionally
1347 accredited university, in a discipline that is offered at University Campus or a discipline
1348 related to the teaching responsibilities of a Faculty member and that will meet SACS
1349 clearance criteria for that discipline, shall have their salary increased 10% (see current
1350 University catalog for disciplines offered at University campus). If completion is after
1351 the start of an academic year, the salary will be prorated from the completion date for the
1352 remainder of the academic year.

1353 Faculty promoted with an effective rank change will be granted a salary increase. The
 1354 salary increase will be at least \$5,000 and shall be sufficient to bring them to at least the
 1355 25th percentile of the internal reference group for their rank.

1356

1357 Section 4. Directed Studies, Senior Honor Projects, and Course Overloads

1358 Faculty who teach courses as an overload, except in the cases of forced overload as
 1359 outlined in Article 14, Section 3f, shall be paid not less than \$2,350. In those cases where
 1360 SACS related mandates and/or unexpected enrollment require the administration to add a
 1361 section in accordance with Article 14, Section 3(f), the assigned fulltime Faculty member
 1362 shall be compensated at the rate of \$2,000 above the set overload rate.

1363

1364 Faculty who teach directed studies shall be paid \$400 per student per course. Faculty
 1365 shall be compensated \$250 per student for each senior honors project they supervise.

1366

1367 Section 5. Internships/Field Placements/Apprenticeships/Practicum

1368 (a) Internships/Field Placements/Apprenticeships/Practicum (field work) - All
 1369 Departments: Normal class size for different credit hours of field work is shown
 1370 in the second column of the table below. The maximum number of interns shall
 1371 be supervised by one faculty member whenever possible. If there are sufficient
 1372 enrollments to make a normal class for a given number of credit hours of field
 1373 work the faculty member will be credited as one three (3) credit hour course
 1374 irrespective of the total number of credit hours in the field work and may be
 1375 counted as part of the faculty members' normal teaching load or paid as an
 1376 overload at the applicable overload rate per course. If there are an insufficient

1377 number of enrollments to make a normal class, the course will be treated similar
 1378 to the directed study and stipend will be paid according to the third column in the
 1379 table below:

Number of credit hours of Field Work	Normal class size for Field Work (undergraduate)	Stipend/student (\$) if class size is not reached
1	7-10	\$250
3	6-8	\$350
6	5-7	\$450
9	4-6	\$500
12	3-5	\$600

1380

1381 For graduate level courses, the normal class size will be between 7 and 9. If the
 1382 enrollment does not make a full class (i.e., less than 7), the stipend will be paid as
 1383 directed study at a rate of \$500.00 per student.

1384

1385 For all field work courses students must be observed at least once by the instructor if the
 1386 distance of the placement is within fifty miles of the campus/center. If the distance is
 1387 greater than fifty miles, observation may be accomplished through the use of technology
 1388 (e.g. VTT, Skype, etc.) or by proxy. Faculty travel to observe student(s) requiring
 1389 distance greater than fifty (50) miles must be preapproved by the Dean of the respective
 1390 school. The method of observation of field work must be included in the initial field work
 1391 approval paperwork.

1392

1393 (b) Department of Fine Arts: Applied music courses, MUS 120, 220, 320, 420, shall not
1394 be considered in calculating faculty workload. Faculty members offering these courses
1395 are paid from student fees collected, if students are enrolled for credit.

1396

1397 Section 6. Class Cap Sizes

1398 When specific class cap sizes have been established under Article 14, Section 3(a) of the
1399 Agreement and the administration lift the caps, the instructor will be compensated at
1400 \$110 per student for each student over the applicable cap as of the drop-add date. The
1401 cap will not be lifted without instructor consent unless additional faculty members
1402 qualified and approved to teach the course are not reasonably available.

1403

1404 Section 7. Workload

1405 In pattern 2 of Article 14, Section 3 on Workload, the Faculty member shall receive an
1406 additional payment of \$825. In pattern 4 of Article 14, Section 3 on Workload, the
1407 Faculty member shall receive an additional payment of \$1,650.

1408

1409 Section 8. Compensation during Sabbatical

1410 A Faculty member on sabbatical for an academic year (fall and spring semesters) will
1411 receive one half of his/her annual salary. A Faculty member on sabbatical leave for one
1412 semester (fall or spring) will receive the full salary during the sabbatical period. All
1413 benefit plans which are operative during the full-time employment will continue during
1414 sabbatical with the same contribution schedule from the University and individual
1415 participants; benefits related to salary levels are determined in accordance with the salary
1416 actually paid.

1417

1418 Section 9. Equity Adjustments

1419 If/when the administration, in its sole discretion, identifies a salary equity issue among
1420 Faculty that it desires to address, the VPAA will notify the Union in writing of the
1421 amount it proposes to adjust the Faculty member's salary. Unless the Union objects in
1422 writing within ten (10) business days after notification, the salary can be so increased.

1423

1424

1425 **ARTICLE 14**1426 **FACULTY RESPONSIBILITIES**1427 Section 1. General

1428 Saint Leo University, Incorporated, is a Roman Catholic institution, which recognizes the
1429 teachings of the Roman Catholic Church. While the University does not require that
1430 Faculty practice or profess the Roman Catholic faith, nor accept the teachings of the
1431 Roman Catholic Church, the University does require that all Faculty members recognize,
1432 understand, and support the University's mission. It is a part of the professional
1433 responsibility of Faculty to carry out their duties in an appropriate manner and place.

1434

1435 Section 2. Classroom Instruction and Related Responsibilities

1436 At the first class of each semester or term, Faculty members shall distribute or post on an
1437 approved University web site, a syllabus to each student and submit to the School Dean a
1438 copy of the syllabus for each course they teach. The syllabus shall include the following:

1439

1440 Course prefix, number, section, title, term, credit hours, instructor's name, prerequisites
1441 (from catalog), text(s) required and recommended, attendance policy, academic honesty
1442 policy (including the definition of plagiarism), methods of evaluating student
1443 performance (including grade weights and percentages), course objectives, course content
1444 and schedule, instructor's office hours, office phone number and location, and ADA
1445 Statement.

1446

1447 Faculty members shall meet all classes as outlined in their syllabus within the academic
1448 calendar including the scheduled final examination period. The course meeting day and
1449 time, as listed in the official University course schedule, shall not be changed without the
1450 approval of the appropriate School Dean and the University Registrar.

1451

1452 Faculty members shall apply the University's grading system as set forth in the current
1453 catalog and shall determine the academic proficiency and understanding of the students in
1454 accordance with the standards of the University. All courses are expected to include a
1455 final examination given at the scheduled final examination period or a final project due at
1456 the scheduled time for the final examination. Final examinations are not to be given at
1457 the last class meeting time.

1458

1459 Faculty members shall enforce the University's policy on academic honesty.

1460 Faculty members shall submit mid-term grades and final grades to the Registrar's Office
1461 by the date specified by the University. Faculty shall assign final grades based on the
1462 criteria outlined in their course syllabi. There shall be no change in a final grade except

for a computational error and at the direction of the Faculty member and with the approval of the appropriate School Dean and the VPAA.

Faculty members shall administer student ratings of teaching based on the instrument determined by the Institutional Assessment Committee of the University Senate and shall administer said evaluation in every course, every semester.

The University may request a Faculty member to develop an electronic platform course as a part of his or her teaching load, on terms mutually agreeable to both parties. In such cases, the University and Faculty member shall enter into a course development contract that specifies the release time assigned to the Faculty member for the course development project. The University may also request a Faculty member to develop and subsequently teach an electronic platform course outside of the normal responsibilities within this agreement. (See Article 5, section 3, Copyrights and Patents.) The University shall offer tenure track faculty the right of first refusal for the development of any electronic platform course. Faculty members will be given preference to teach courses they develop unless, in the judgment of the Department chair, it would interfere with the University's interests in having the Faculty member teach other courses.

Section 3. Workload

Each semester, full time Faculty teaching assignments will require one of the following:

1. 12 credit hours per semester
2. 9 undergraduate credit hours + 3 graduate credits

1486 3. 3 undergraduate credit hours + 6 graduate credit hours + regularly assigned graduate
1487 student advising.

1488 4. 6 undergraduate credit hours + 6 graduate credit hours.

1489 5. 9 graduate credit hours + regularly assigned graduate student advising.

1490

1491 Any work exceeding the above patterns is considered Overload. No more than one
1492 overload per semester is allowed, unless approved by the appropriate Dean, whose
1493 decision not to approve can be appealed to the VPAA. Overloads of three or more per
1494 semester may only be approved by the VPAA.

1495

1496 Credit hours may be online or on-ground, as assigned.

1497

1498 (a) In order to achieve the University's goals of (1) excellence in teaching and (2) small,
1499 intimate classes that promote retention, class sizes will generally be limited.

1500

1501 The class cap size cannot exceed 25 students per class, excepting (1) Freshman English
1502 Composition courses, the caps for which are 18 students and (2) remedial English and
1503 Math courses, the caps for which are 15 students. This applies to all courses taught at all
1504 locations whether face to face or any other mode of instruction.

1505

1506 (b) Professional duties may be assigned in lieu of normal teaching workload or
1507 professional library duties by the VPAA in consultation with the School Dean and the
1508 appropriate Department Chair or Library Director and with the consent of the Faculty
1509 member.

1510

1511 (c) As a part of their full time workload, faculty may be required to teach a course
1512 delivered partially or completely online. Faculty must be given sufficient time to be
1513 trained in the course platform used. In addition, in cases where SACS mandates as part of
1514 a Faculty member's fulltime workload can be met, or in cases where a Faculty member
1515 does not have a sufficient course load on campus to meet his or her fulltime obligations
1516 through an assignment by the VPAA or Dean, the Faculty Member may be asked to teach
1517 a campus-based Weekend and Evening course. The Faculty may be assigned to teach at
1518 another School or Continuing Education Center by mutual consent.

1519

1520 (d) A Faculty member who began his/her Saint Leo University fulltime faculty
1521 appointment after August 15, 2003 may be assigned to teach at Mac Dill, St. Petersburg,
1522 Weekend and Evening, COL, DL or in another Continuing Education Center program.
1523 The University shall compensate a Faculty member assigned to teach at an off campus
1524 location for travel in keeping with University travel policy.

1525

1526 (e) A Faculty member assigned to teach at a location more than 50 miles from the
1527 University campus will be compensated at a rate of \$1,000 per course.

1528

1529 (f) Except in cases of University need, the University will not require the overload
1530 teaching assignment, if the Faculty member does not desire it. Cases of need include:
1531 i. To meet SACS mandated requirements regarding the 25 percent rule.
1532 ii. To meet SACS mandated requirements regarding faculty credentials.

1533 iii. Where the administration demonstrates that an unexpected increase in enrollment
1534 occurred after August 1st or after January 5th of each academic year, that prevent the
1535 Department Chair, School Dean or VPAA from hiring a SACS qualified adjunct Faculty
1536 members.

1537
1538 The administration shall make every effort to find qualified Faculty who will volunteer to
1539 teach these courses; however, the University must affirm its obligation to meet student
1540 academic needs with integrity. In a case where an assignment will cause an undue
1541 hardship to a Faculty member, the assignment shall be considered a basis for a grievance.

1542
1543 (g) Except by mutual consent, Faculty shall not be assigned to more than two committees
1544 at the same time. Faculty members are expected to serve on at least one University
1545 committee regularly.

1546
1547 (h) Directed studies and Independent studies shall be assigned with the mutual consent of
1548 the Faculty member and the School Dean. Directed studies are not normally a part of the
1549 teaching load.

1550
1551 (i) Librarians: Librarians are normally paid for a 40-hour week, of which thirty-five (35)
1552 hours are assigned for library duties. The additional five (5) hours are to be spent
1553 pursuing professional development activities at the librarian's discretion. Librarians are
1554 appointed for at least nine (9), ten (10) or twelve (12) month annual contract.

With their approval, Faculty Librarians may be assigned to teach up to three (3) academic credits per semester. Faculty Librarians may also request a teaching assignment of up to three (3) academic credits per semester, subject to the approval of the Library Director. In all cases, each credit hour taught will be in lieu of 3.33 hours of normal professional responsibilities.

Section 4 Internships, Applied Music, and Art Studio Courses

(a) Internships and Applied Music are addressed in Article 13..

(b) Art Studio Courses: Art studio courses will be credited to the Faculty member as one (1) credit for each two (2) studio hours.

Section 5. Tutoring and Lab Courses

(a) Tutoring: Tutoring is not a faculty member function except as a necessary extension of teacher/student contact in teaching academic courses. Should a Faculty member be assigned tutoring duties, six tutoring hours shall be the equivalent of one three-credit hour course.

(b) Department of Mathematics and Science: One lecture hour per week shall equal one credit hour; each hour of laboratory per week shall be credited as 1 credit hour.

1580 Section 6. Advising/Office Hours

1581 (a) The School Deans shall assign School Faculty members duties as academic advisors.

1582 Assignments will be made on a reasonable and equitable basis, taking into account the
1583 needs and the interests of the School, department, students, and Faculty member.

1584

1585 (b) Faculty members shall maintain a minimum of ten (10) office hours, six (6) of which
1586 shall be posted. The non-posted hours may be used for class preparation, professional
1587 and scholarly growth, and institutional and community service. When necessary, Faculty
1588 shall be available to meet with students during non-posted office hours.

1589

1590 (c) Faculty members perform two primary kinds of advising. First, they work with
1591 students to help them better understand specific course and/or curricular requirements. In
1592 addition, faculty members advise students regarding the professions and professional
1593 schools (law, business, health professions, graduate programs of all types) and
1594 employment and life goals.

1595

1596 Section 7. University Functions

1597 (a) All Faculty members shall attend all general faculty meetings and be given
1598 reasonable notice of same.

1599

1600 (b) Faculty members shall participate in graduation ceremonies and other officially
1601 designated University functions not to exceed three, including graduation, in number
1602 during any academic year. Faculty members shall wear full academic regalia for these
1603 functions.

1604

1605 (c) Faculty members shall attend all scheduled School and Department meetings,
1606 provided reasonable notice is given by the School Dean or Department Chairs, or the
1607 Director of Library Services.

1608

1609 (d) Faculty members may submit a written request to the School Dean or the Director of
1610 Library Services to be excused from participation in functions outlined in (a), (b) and (c)
1611 above. Permission shall be granted by the School Deans or the Director of Library
1612 Services only in cases of emergencies, illness, or in cases of conflict with other
1613 University activities.

1614

1615 Section 8. Academic Year, Academic Calendar, and School Year

1616 The University shall not require the Faculty members to carry out work assignments on
1617 days described as University holidays. University holi days are defined as days when the
1618 University Campus Offices are closed.

1619

1620 The academic calendar includes the following breaks when classes will not be held: Fall
1621 Break, Thanksgiving Student Break, Christmas Break beginning after final grades are due
1622 and ending five (5) working days prior to the first day of class in the Spring semester,
1623 Spring Break as defined by the University Student Calendar, and Good Friday. The
1624 University shall not require Faculty to carry out work assignments during said breaks
1625 except in highly unusual circumstances.

1626

1627

1628 **ARTICLE 15**

1629 **FRINGE BENEFITS AND LEAVES**

1630
1631 **Section 1. Payroll Deduction for Dues**

1632 The University shall provide payroll deduction service for UFSLU dues in accordance
1633 with Article 3.

1634
1635 **Section 2. Health Benefits**

1636 The University shall contribute a minimum of \$550 a month (including HRA
1637 contributions) towards the total premium charged for each individual Faculty member's
1638 health insurance during the term of this Agreement. The University and faculty members
1639 shall equally share any health insurance premium increases during the term of this
1640 Agreement.

1641
1642 The University may offer other coverage, which will be paid by the Faculty member as a
1643 payroll deduction if such coverage is elected by the member.

1644
1645 **Section 3. Other Fringe Benefits**

1646 The University shall continue to offer the following additional fringe benefits, subject to
1647 plan terms and policy provisions as may vary from time to time: group life insurance,
1648 short and long term disability, tuition remission, adoption assistance, and other benefits
1649 commonly available to University employees, except where expressly modified or
1650 limited by this Agreement.

1652 Section 4. Leave Benefits for Librarians

1653 Librarians are full time Faculty members who work nine (9), ten (10), or twelve (12)
1654 month contracts. Leave shall accrue according to the following schedule:

1655

1656 Nine (9) month and ten (10) month contracts: Forty (40) hours personal leave will be
1657 accrued at the beginning of each academic year on August 16th, for use during the
1658 academic year. Sick leave shall accrue at the rate of four (4) hours per pay period for the
1659 nine (9) month contract period. Days off for personal or sick leave shall be reported by
1660 the submission of an Employee Leave Authorization Form to Payroll prior to the leave
1661 being taken or, or in the case of sick leave, immediately upon return from leave period.
1662 Unused personal leave at the end of the contract work period will not be carried over to
1663 the next academic year. Sick leave will continue to accrue to a maximum of ninety-six
1664 (96) hours. The eligibility period for using Personal and Sick Leave shall be limited to
1665 the nine (9) month or ten (10) month work period, as applicable.

1666

1667 Twelve (12) month contracts: Vacation leave will be accrued at the rate of eight (8) hours
1668 per pay period. Sick leave will be accrued at the rate of four (4) hours per pay period
1669 beginning upon the completion of ninety (90) days of continuous employment. Sick
1670 leave will continue to accrue to a maximum of ninety-six (96) hours.

1671

1672 Vacation time must be approved in advance. Leave shall be reported by the submission
1673 of an Employee Leave Authorization Form to Payroll prior to the leave being taken or
1674 immediately upon return from leave period. Vacation leave will accrue on a semi

1675 monthly basis. The maximum allowable carryover for each fiscal year is 264 hours.

1676 Excess beyond the 264-hour maximum limit as of June 30th of each year is lost.

1677

1678 Section 5. Retirement Funds

1679 The University will continue to contribute an amount equal to a percentage of each

1680 Faculty member's salary to a retirement fund. Conditioned upon the Faculty member's

1681 written agreement to contribute, the University will match the contribution as follows:

1682

1683	Faculty Contribution	University Contribution
1684	1%	3%
1685	2%	4%
1686	3%	5%
1687	4%	6%
1688	5%	7%
1689	8%	8%
1690	8.5%	8.5%
1691	10.0%	9.0%

1692 The Faculty member may make changes to the retirement contribution amounts with

1693 reasonable written notice using the proper process at any time, subject to IRS regulations

1694 and the Saint Leo University Defined Contribution Retirement Plan. So long as the

1695 above University contribution schedule is maintained, the University, in consultation with

1696 the Union, may make changes to the Saint Leo University Defined Contribution

1697 Retirement Plan as needed to meet IRS requirements, to avoid failing nondiscrimination

1698 testing (including initiating auto enrollment for new hires), to control plan fees and costs,
1699 and to otherwise foster and promote the proper administration of the Plan.

1700

1701 Section 6. Sick Leave

1702 Members of the bargaining unit shall be provided sick leave at the accrual rate of four (4)
1703 hours per pay period. Sick leave will begin accruing in the first pay period upon
1704 completion of ninety (90) days of continuous employment and will accrue to a maximum
1705 of ninety-six (96) hours. Sick leave should be reported on an Employee Leave
1706 Authorization form and submitted to the appropriate academic Dean for submission to the
1707 Department of Human Resources with the department's payroll records.

1708

1709 Community Share Sick Leave Donor Program – Members eligible to receive Short Term
1710 Disability or a form of FMLA for which sick leave could be used if available may apply
1711 for additional sick leave benefits under the Community Share Sick Leave Program. The
1712 Community Share Program is a volunteer program supported by donated sick leave from
1713 employees who contribute to an individual employee's request to bridge the shortfall of
1714 accrued leave and the limitations of the Short Term Disability coverage. An employee
1715 may request and receive up to a maximum of thirty donated days of Community Share
1716 time to cover the STD eligibility period, or to cover qualifying FMLA up to the same
1717 amount as would have been needed for the STD eligibility period. Employees who
1718 donate sick leave time cannot recover unused periods. Unused donated Community
1719 Share time remaining at the end of an employee's STD period will not be allowed to be
1720 carried over for use in subsequent STD periods or any other period by that employee.
1721 The Community Share program is supported entirely by donations of employees and will

be administered by the University and include responsibility for community notifications, requests for donations, and reconciliation of donations and use.

Section 7. Military Leave

Short-term Scheduled Military Leave. Faculty members with scheduled Armed Forces Reserve or National Guard obligations are expected to meet those obligations outside of regular University duty hours. Any Faculty involuntarily called to military duty during regular University assignments shall be granted paid short-term military leave not to exceed ten (10) working days.

Long-term Military Leave. Long-term military leave is leave without pay. Any Faculty member who is inducted or called to active duty in the armed forces of the United State for training or service is assured of re-employment and the benefits associated with re-employment with the University if the Faculty member meets the legal requirements for guaranteed re-employment under federal law.

Section 8. Disability, Parental, Family, and Military Leave

(a) Disability Leave: The University provides short-term disability (STD) and long-term disability (LTD) coverage for Faculty who have a medical illness, injury or condition which requires and extended disability leave. STD and LTD programs are operated in accordance with applicable policies and plan terms available from Human Resources. STD may be supplemented through the Community Share Sick Leave Program where the employee receives donated sick leave time in the absence of accrued leave (see Section 6, Sick Leave).

1746

1747 (b) Parental Leave: One full semester of unpaid parental leave will be granted upon
1748 request for birth or adoption of a child. The Faculty member must request this leave in
1749 advance of the beginning of the term/semester to the Division Dean through the
1750 Department Chair so that Faculty responsibilities will be adequately covered. Parental
1751 leave must be completed within one year of the birth or adoption. If this occurs at mid-
1752 semester, the Faculty member may be assigned non-teaching duties, or at her/his option,
1753 be placed on leave without pay until the end of the semester.

1754

1755 (c) Family and Military Leaves: Both leaves for family and medical issues as well as
1756 leave to accommodate military service as provided by federal or state law will be
1757 provided to all eligible members of the bargaining unit. FMLA, when applicable, runs
1758 concurrent with other forms of leave. Nothing in this section is intended to limit or
1759 reduce the benefits provided under applicable law. If family leave occurs at mid-semester
1760 the Faculty member may be assigned non-teaching duties, or at her/his option, be placed
1761 on leave without pay until the end of the semester.

1762

1763 Section 9. Leave Without Pay

1764 A leave of absence without pay may be granted by the VPAA with the approval of the
1765 President of the University upon a favorable recommendation by the appropriate Dean or
1766 Director of Library Services. A leave of absence without pay may be granted for formal
1767 study, research, scholarly pursuit, family leave, parental leave, extended illness, or other
1768 reasons the University deems to be in the best interest of the University and of the
1769 Faculty member.

1770

1771 Ordinarily, permission for a leave without pay shall be requested one semester before the
1772 semester when it is to begin. Permission shall normally be granted for only one year.

1773

1774 During the time of the leave, the Faculty member shall, within the limits of the carrier's
1775 contracts with the University be eligible for group insurance (to be paid by the
1776 individual). Tenure status shall not be affected by a leave without pay. Leave time shall
1777 not be counted as time served in consideration of sabbatical leave eligibility, nor shall it
1778 be considered for tenure or promotion unless the Faculty member has performed
1779 professional activities and would like to count it toward tenure or promotion eligibility.

1780

1781 The Faculty member shall give at least one hundred eighty (180) days' notice of their
1782 intent to return or not to return to the University. Failure to give notice may result in the
1783 loss of severance pay. Upon return, the Faculty member shall be reinstated to the same or
1784 similar position. The Faculty member's salary may be adjusted at the discretion of the
1785 University to reflect increases distributed during the period of leave.

1786

1787 Section 10. Emergency Leave

1788 Faculty members shall, at the discretion of the University, be granted leave for personal
1789 reasons, including bereavement. Such leave shall not be unreasonably denied.

1790

1791 Bereavement leave shall be granted for up to five (5) business days for the death of a
1792 member of the Faculty member's immediate family. Immediate family shall be defined

1793 to include spouse, child, brother, sister, parent, grandparent, grandchild, and other
1794 permanent household residents.

1795

1796 The Faculty member shall notify the Department Chair or Director and the appropriate
1797 Dean of the need for such leave as soon as practical.

1798

1799 Section 11. Faculty Employment Phase-Out

1800 Full-time, tenure-tracked faculty may elect to retire, with the approval of the VPAA, from
1801 University service through a two year Phase-Out plan. The requirements for eligibility
1802 are:

- 1803 1. The faculty member must reach at least age 62 within the academic year prior to
1804 taking Phase-Out and have 18 years of combined full-time service at Saint Leo
1805 University as a faculty member, or the faculty member must reach at least age 65
1806 within the academic year prior to taking Phase-Out and have 15 years of
1807 combined full-time service at Saint Leo University as a faculty member.
- 1808 2. The faculty member must notify his/her department chair or Dean in writing by
1809 January 15 of their intention to utilize the Phase-Out.

1810

1811 The Phase-Out plan provides that eligible faculty shall get a one-course per semester
1812 relief during the first year of Phase-Out and remain responsible for all other duties
1813 required of faculty. In the second year of Phase-Out, faculty will have a two-course
1814 semester relief and remain responsible for all other duties required of faculty except for
1815 the requirement to serve on committees. In year two of Phase-Out, faculty may serve on
1816 committees, if he/she chooses. Absent extraordinary circumstances as approved by the

1817 VPAA, a faculty member is not eligible for sabbatical or course overload during Phase
1818 Out. Under Phase Out, the faculty member electing Phase Out is automatically retired
1819 effective at the end of the second academic year of Phase Out.

1820

1821 Section 12. Required Changes

1822 The University reserves the right, based on its continuing analysis of applicable laws and
1823 regulations, and after negotiation with UFSLU to make appropriate adjustments in the
1824 benefits provided in this Article.

1825

1826

1827

ARTICLE 16

1828

MANAGEMENT RIGHTS

1829

1830 Section 1. University Rights

1831 By this Agreement, the University and UFSLU have agreed to certain limitations to the
1832 management prerogatives of the University. However, it is the intention of the parties
1833 that the University shall retain all of its legal rights and privileges except those, which it
1834 has agreed to limit by the express and specific terms of this Agreement.

1835 Nothing in this Agreement shall be construed to limit or impair the rights of the

1836 University to exercise its own exclusive discretion on all of the following matters without
1837 prior negotiation with UFSLU and without being subject to the grievance and arbitration
1838 procedures of this Agreement except as specifically and expressly provided for elsewhere
1839 in this Agreement:

1840

- 1841 (a) To manage the University and exercise sole, exclusive control and discretion over the
1842 organization of the University and its operations thereof;
- 1843 (b) To determine the goals, purposes, and functions of the University;
- 1844 (c) To perform those duties and exercise those responsibilities which are assigned to it
1845 by law.
- 1846 (d) To determine and adopt such policies and standards, rules, and regulations as are
1847 deemed by it necessary for the efficient operation and general improvement of the
1848 University system;
- 1849 (e) To select management, supervisory, administrative, instructional, and other
1850 personnel;
- 1851 (f) To appoint, terminate, define workload, compensate, establish standards of
1852 performance, and otherwise direct the performance of a Department Chair or Graduate
1853 Program Director in those roles;
- 1854 (g) To determine the University curriculum in accordance with the Criteria for
1855 accreditation of the Southern Association of Colleges and Schools Commission on
1856 Colleges and as set forth by any applicable state or federal regulatory agencies and the
1857 by-laws, policies and procedures to be established by the Governance Committee;
- 1858 (h) To direct the workforce, and in accordance with the provisions of this Agreement to
1859 hire, promote, reappoint, grant leaves, and terminate or take other disciplinary action
1860 against a Faculty member for just cause; and
- 1861 (i) All other rights to manage the University which are not recited in or expressly limited
1862 by this Agreement are reserved by the University.

1863

1864 Section 2. Interpreting Agreement

1865 In interpreting this Agreement, there shall be absolute and complete regard for the rights,
1866 the responsibilities, and prerogatives of management, and this Article shall be so
1867 construed that there shall be no interference with or restrictions on such rights,
1868 responsibilities and prerogatives except as it may be expressly limited in this Agreement.

1869

1870 The University acknowledges that with respect to salaries, benefits and working
1871 conditions that this Agreement is superior to any other governance or policy document.
1872 Both parties to this Agreement acknowledge and mutually agree to open and negotiate
1873 modifications to this Agreement as may be required by University governance process. It
1874 is further expressly understood that any such reopening shall be strictly limited to matter
1875 directly resulting from the University's governance process.

1876

1877

1878

1879

1880 **[SIGNATURE PAGE FOLLOWS]**

1881

1882 IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
1883 have entered into this Agreement on June 6, 2013, with the Article 13, Section 1 salary
1884 increases effective February 16, 2013. No other provision provides for retroactivity.

1885

1886 SAINT LEO UNIVERSITY, INC.

1887 By: 

1888 Name: Arthur F. Kirk, Jr.

1889 Title: President, Saint Leo University

1890 Witness:

1891 By: 

1892 Name: Jeanne Plecenik

1893 Title: Vice President for Business Affairs and CFO

1894

1895 THE UNITED FACULTY OF SAINT LEO UNIVERSITY

1896 UNITED FACULTY OF FLORIDA, AFFILIATED WITH

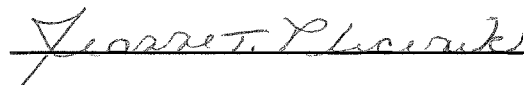
1897 THE NATIONAL EDUCATION ASSOCIATION

1898 By: 

1899 Name: Doris Van Kampen-Breit

1900 Title: President, United Faculty of Saint Leo University

1901 Witness:

1902 By: 

1903 Name: Jeanne Plecenik

1904 Title: Vice President for Business Affairs and CFO

Joint Exhibit 2



Policy Manual – All Volumes

Governance and Administration

February 2008

EXHIBIT NO. J2 RECEIVED X REJECTED

CASE NO 12-CA-275612 CASE NAME Saint Leo University

NO OF PAGES 405 DATE: 11/02/22 REPORTER: M. Patterson

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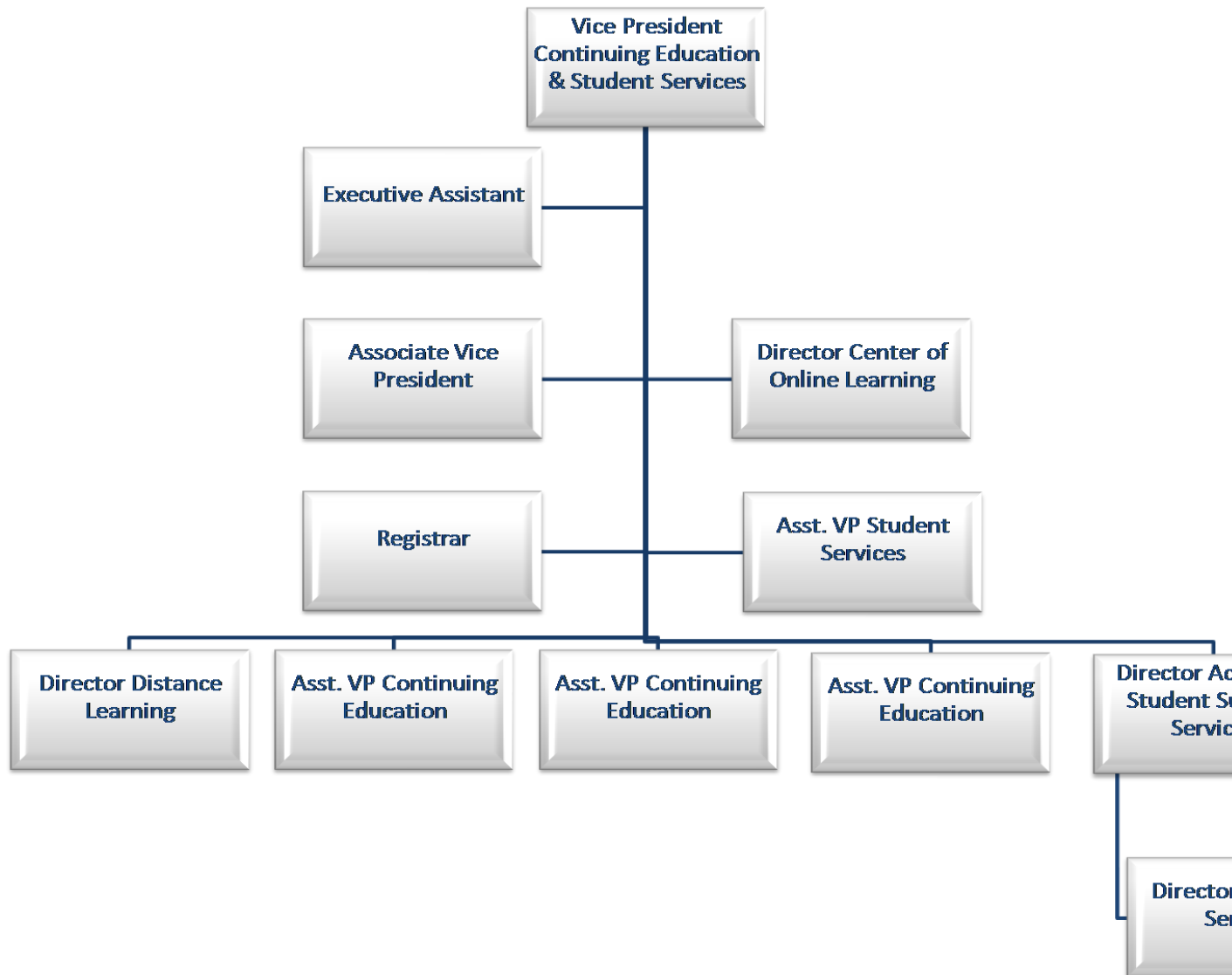
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Volume I

Governance and Administration

1.0 Governance and Administration

The purpose of the several volumes of the Policy Manual of Saint Leo University (“Policy Manual”) is to inform members of the Saint Leo University community of their rights and privileges as expressed in existing policies. The Policy Manual also contains, in some instances, procedural guidelines for members of the University community in the fulfillment of their responsibilities to the University. However, it is impossible for the University to cover in the Policy Manual every facet of the relationship between members of the Saint Leo University community and the University, whether as a student or employee; therefore, the University retains the right to exercise its discretion in instances where there is no written policy applicable to a particular set of circumstances.

Volumes II, III, IV, V, and VII of the Policy Manual shall be revised as appropriate by the administration of the University through the approval of the President and where appropriate or legally required by the Board of Trustees on the recommendation of the President.

In Volume VI, the academic policies are recommended by the appropriate committees or councils and are reviewed by the Vice President of Academic Affairs for presentation and approval by the President or through the President by the Board of Trustees as appropriate.

Volume I, Sections 1.3 and Subsections 1.6.1 through 1.6.4 follows the amendment process of the respective Constitutions and Bylaws with oversight by the President and Board of Trustees. The rest of Volume I follows the procedures outlined above with respect to Volumes II, III, V, and VII of the Policy Manual.

Volume IV-A follows the amendment provisions found in Volume IV-A, Article 16.

1.1 History of Saint Leo University

Saint Leo University is a Catholic, in tradition and history, coeducational liberal arts university offering the associate's, bachelor's, and master's degrees.

The University was chartered on June 4, 1889, when the Florida legislature authorized the Order of Saint Benedict of Florida to “have and possess the right and power of conferring the usual academic and other degrees granted by any college in this state.” Saint Leo University was the first Catholic college in Florida and opened with the dedication of its main building on September 14, 1890.

Established initially by monks from Saint Vincent Archabbey in Latrobe, Penn., the Benedictine mission in what was formerly called the “Catholic Colony of San Antonio, Fla.” was transferred to the jurisdiction of Mary Help of Christians Abbey (now called Belmont) in North Carolina in 1888. Saint Leo University and Abbey are named for its first abbot, Leo Haid, the principal founder and first president of the University.

There were 32 students in the pioneer year 1890-1891. The basic curriculum was a mix of liberal arts and commercial courses leading to the degree of Master of Accounts. Periodically, the University went through a military phase, with uniforms and required drilling, to instill discipline and order. The first Master of Accounts degrees were conferred on the pioneer graduating class of five students on June 20, 1893.

In 1920, the College was phased out as the faculty decided to focus on becoming what one longtime Benedictine called “a serious English-style prep school.” It was accredited by the Southern Educational Association in 1921. After a variety of name changes (including Saint Leo Academy and Benedictine High School), the institution settled on Saint Leo College Preparatory School in 1929, and continued as such until 1964.

Reaching for a larger mission, Saint Leo opened as a college again in 1959. Its efforts were assisted by the neighboring community of Benedictine sisters at Holy Name Priory. Operating first on the associate's level, the College moved quickly to a four-year program and began to again confer bachelor's degrees on April 23, 1967. It was accredited by the Southern Association of Colleges and Schools on November 29, 1967, retroactive to include the charter bachelor of arts class. In 1969, the University was reorganized when the Order of Saint Benedict of Florida transferred title and control to an independent board of trustees.

In a noteworthy broadening of its purpose, which echoed its military roots, Saint Leo responded in 1973 to requests from the armed services to offer degree programs on military bases. Now, Saint Leo University is one of the largest providers of higher education to military-related personnel in the United States. In 1994, the University further expanded its service to working adults as it responded to the needs of Florida residents by taking its degree programs to the campuses of community colleges. More recently, in 1998, Saint Leo began offering degree programs over the Internet.

In December 1994, the University was accredited by the Southern Association of Colleges and Universities to offer the master's degree, retroactive to January 1, 1994. In August 1999, Saint Leo College changed its name to Saint Leo University. The eleventh change in the institution's name recognizes the broad reach of Saint Leo today.

1.1.1 Presidents of Saint Leo College and University

1.1.1.1 The “First” College

Rev. Charles Mohr, O.S.B.	1890-1894
Rev. Benedict Roth, O.S.B.	1895-1899
Rev. Charles Mohr, O.S.B.	1895-1899
Rev. Benedict Roth, O.S.B.	1899-1901
Rev. Albert Schaller, O.S.B.	1901-1902
Rev. Benedict Roth, O.S.B.	1902 (February-June)
Rev. Alexander Fink, O.S.B.	1902-1908
Rev. Benedict Roth, O.S.B.	1908-1920

1.1.1.2 Prep School Years

Abbot Charles Mohr	1902-1931
Francis Sadlier	1929-1954
Rev. Marion Bowman, O.S.B.	1954-1969

1.1.1.3 The “New” College

Dr. John I. Leonard	1959-1961
Rev. Stephen Herrmann, O.S.B.	1961-1968
Dr. Anthony Zaitz	1968-1970
Rev. Marion Bowman, O.S.B.	1970-1971
Dr. Thomas B. Southard	1971-1985
Dr. Daniel Henry	1985-1987
Monsignor Frank M. Mouch	1987-1996
Dr. Arthur F. Kirk, Jr.	1997- Present

1.1.2 School Colors

The Saint Leo University colors are green and gold.

1.1.3 Athletic Teams Names

The Saint Leo University athletic teams are the Lions.



1.1.4 University Seal

In April 1961, Father Bede Gale designed the official seal for the College. Its heraldic description reads: “Fusilly in bend sinister, argent and vert, three lions rampant, or; each bearing a gold crozier, the crook to the sinister.”

The seal is in one color, green, and two metals, gold and silver. Thus it embodies the colored adopted by the University of green and gold.



“Fusilly in bend sinister” describes the diamond-shaped over-all pattern of the shield which is in green and silver. The derivation of the pattern is as follows: The American Cassinese Congregation of Benedictines, to which Saint Leo belongs, was derived originally from the Bavarian Congregation. When the great heraldic authority, Pierre Champagne La Rose was asked to design a coat-of-arms for St. Vincent Archabbey, he used the royal arms of the Bavaria (fusilly in bend sinister argent and azure) in his design to indicate this derivation... When a coat-of-arms for Saint Leo Prep was designed, the pattern was also included. So it is also now used in the coat for the University in order to make some continuity...

The three lions rampant (lions up on their hind legs facing to the right and beating the air with their forepaws) are a bald heraldic pun in the name of Leo. The crosiers in their forepaws suggest an ecclesiastic connection. This device of a lion rampant holding a crozier is probably unique in world heraldy and makes a neat, tasteful, and entirely heraldic Saint Leo device – all Saint Leo’s own.

Above the shield appears the cross of Saint Benedict. This cross has an extremely ancient history and is said to be very potent against the onslaughts of the devil... The letters CSPB stand for “Crux Sancti Patris Benedicti” (“the Cross of Holy Father Benedict”). The pother letters CSSMLNDSMD stand for the latin words “Crux sancta sit mihi lux, non draco sit mihi dux” (“May the holy cross be my light, may the dragon not be my guide”). This is a mostly distinctively Benedictine device and immediately relates the seal to the Benedictine order.

1.1.5 Accreditation and Affiliation Statement (rev. 3/02/10)

Saint Leo University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award the associate, bachelor’s, master’s and specialist degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of Saint Leo University. Saint Leo University’s School of Business received initial accreditation from the International Assembly for Collegiate Business Education (IACBE) in September 1999. Saint Leo University’s degree program in Social Work is accredited by the Commission on Accreditation of the Council on Social Work Education (BSW Level). Saint Leo’s Sport Business program is accredited by the Sport Management Program Review Council which is the nationally recognized accrediting body of academic sport management programs. Saint Leo University’s Teacher Education Programs are approved by the State of Florida Department of Education. Saint Leo University holds membership in the American Council on Education (ACE), Association of Governing Boards of Universities and Colleges, Independent Colleges and Universities of Florida (ICUF), the American Association of Adult and Continuing Education, the National Collegiate Honor Society, the National Association of Independent Colleges and Universities, the National University Continuing Education Association (NUCEA), the National Association of Institutions

for Military Education Services (NAIMES), Servicemembers Opportunity Colleges, National Catholic Education Association and the Association of Catholic Colleges and Universities.

1.1.6 Main Campus Location and Buildings

Saint Leo is a larger and more complicated University than people generally realize. Our enrollment ranks us among the 10 largest Catholic institutions in the United States. We also are one of the largest providers of military higher education in the nation. We serve more than 14,000 students at locations in Virginia, South Carolina, Georgia, Texas, California and Florida, and around the world through our online degree programs. We do so with the same commitment to our Catholicism, to the liberal arts and sciences as the basis of all learning, to student learning and development, and to our values. Saint Leo University puts students first in all of its considerations and promises a commitment to quality in all of its programs. Our aim is to make our students more compassionate, concerned, committed, competent and confident human beings.

The campus of Saint Leo University, known as University Campus, is approximately 35 miles north of downtown Tampa, Fla. Its rolling hills and richly wooded grounds edge on beautiful Lake Jovita. The central Florida location offers many natural advantages that attract people to live, work and study in the Sunshine State. This pleasing pastoral atmosphere can be exchanged in an hour or so for beaches or two metropolitan areas - Tampa/St. Petersburg and Orlando.

Campus buildings unite the tradition of the past with the objectives of modern education through a combination of Spanish Florida baroque and contemporary architecture.

Saint Francis Hall houses the offices of the President, Academic Affairs, Continuing Education and Student Services, Business Affairs, Human Resources, University Advancement, Alumni Relations, Graduate Studies, and Institutional Research and Assessment.

Across from Saint Francis Hall is Saint Edward Hall. The Offices of Graduate Criminal Justice, Student Financial Services, Registrar's Office, Veterans Affairs, Weekend/Evening Program and the University's Trane Stop Student Center are located on the first floor. The rest of the building houses faculty offices and classrooms.

Residence halls are situated throughout the 186-acre campus. Located on the west side of the campus is the Marmion (first year male students) and Snyder Residence Hall complex. Marmion/Snyder Halls house the Lion's Den. In this large lounge are pool tables, ping pong tables, air hockey, foosball, a large screen television. On the east side of campus are four residence halls. Benoit Hall, a traditional women's hall, and Henderson Hall, a traditional men's hall, are located on the University circle and house both freshman and upperclassmen students. Roderick Hall offers suite-style living for both men and women. Each suite has four single bedrooms, two bathrooms and a living area. Alumni Hall, located next to Roderick Hall, houses both men and women. All rooms have a private bathroom and a private entrance. Students living in Alumni and Roderick Hall tend to be mostly juniors and seniors. In addition to these six residence halls, new apartment complexes have been built near the lake. The apartments have either 4 singles or 2 doubles with 2 bathrooms, common living room, and either a full kitchen or kitchenette. These facilities will also have a common lounge, conference rooms, and laundry room.

Julia Deal Lewis Hall of Science is a three-story building occupied by the Department of Mathematics and Sciences, Academic Student Support Services, which includes the Learning Resource Center and the Office of Disability Services as well as the Learning Enhancement for Academic Progress Program, laboratories, science library and Heagerty Business Suite. The William G. and Marie Selby Auditorium, adjoining Lewis Hall at the ground and second-floor levels, is a teaching auditorium with tiered seating.

Nearby Crawford Hall provides general classrooms. Residence Life, Counseling and Career Services, and Health Services are located in DeChantal Hall. There are also a number of faculty offices in this building.

The Information and Security Campus Safety Office and Marian Hall, which houses the Office of Undergraduate Admissions, are found at the main entrance of University Campus.

The Cannon Memorial Library is named in honor of long-time trustees and donors, Daniel A. and Elizabeth T. Cannon. The three-level building overlooking Lake Jovita houses the library collections, research stations, media services center, student computer lab and University archives. The Hugh Culverhouse Computer Instruction Center, Sprint Electronic Classroom and the newly completed Video Teleconferencing Classroom are located on the lower level.

The Student Community Center forms a hub and focal point for campus social activities and provides dining and recreational spaces for students, faculty, staff, and community members for meeting, eating, and socializing together. On the ground floor of the Center is the McDonald Refectory dining room with its open air ceiling into the first floor which will house the campus book store, snack bar coffeehouse, convenience store, large lounge area, and a series of meeting rooms. The Student Involvement Building will house the offices of Student Services, Student Involvement, Greek Life, International Students, student government as well as other student organizations on the first floor. The second floor will be host to University Ministry, Academic Student Support Services, and Disability Services. The Clock Tower will house a small multifunctional room which will be used for meetings and small group liturgies. Connecting these three buildings will be an open air plaza which will become a beautiful destination for our campus.

The Marion Bowman Activities Center is a facility for teaching and recreation as well as the location of the Department of Intercollegiate Athletics. The main gymnasium is used for intercollegiate sports, lectures and other educational and social activities. Physical education classrooms, an athletic training room, aerobics room, a fitness center, and a weight-lifting room are also in the facility. The Recreation Department operates a large heated outdoor swimming pool and sunning deck adjacent to the activities center.

Athletic fields provide venues for soccer, baseball, lacrosse and softball. The University also sponsors club lacrosse. Numerous courts are also available for tennis, volleyball, racquetball, handball, in-line skating and basketball.

The waterfront at Lake Jovita provides opportunities for canoeing, sailing, boating, lakeside cookouts and recreational events coordinated by the Recreation Office.

1.1.6.1 National Sites for Saint Leo University

Degree programs are offered to adult students through the Division of Continuing Education and Student Services at the following regional continuing education centers:

California

San Diego Office

-*MCAS Miramar*

-*Naval Base Coronado*

-*Naval Station San Diego*

Florida

Gainesville Center

- *Alachua Office*

- *Starke Office*

Lake City Center

MacDill AFB Center

- *Avon Park Office*

- *Brooksville Office*

- *South Shore Office*

- *St. Petersburg Office*

Madison Office

- *Tallahassee Office*

Key West Center

NE Florida Center

- *NS Mayport Office*

- *Orange Park Office*

- *Palatka Office*

- *St. Augustine Office*

Ocala Center

- *Lake Sumter Office*

Saint Leo University Campus

(Weekend & Evening Programs)

Georgia

Atlanta-Fort McPherson Center

- *Atlanta Police Academy Office*

- *NAS Atlanta*

- *Gwinnett Office*

Savannah Center

South Carolina

Shaw Center

- *Sumter Office at St. Francis/Xavier H.S.*

Texas

Naval Station Ingleside Center

- *Naval Air Station Corpus Christi Office*

Virginia

Fort Eustis Center

Fort Lee Center

Langley AFB Center

South Hampton Roads Center

- *Chesapeake Office*

- *Naval Air Station Oceana Office*

- *Naval Amphibious Base*

- *Little Creek Office*

- *Naval Station Norfolk Office*

1.1.7 *Alma Mater of Saint Leo University*¹

VERSE

Joyfully we gather, our destinies to seek,
Partners in harmony united yet unique.
Excellence in word and deed, we've made our final quest,
We care for all creation, with compassion and respect.

REFRAIN

Saint Leo we salute traditions new and old,
which guide us as we grow in body heart and soul.
Everywhere we flourish sustained by our ideal of
Challenging our minds to make our vision real.

1.2 Mission Statement

Saint Leo University is a Catholic, liberal arts-based university serving people of all faiths. Rooted in the 1,500-year-old Benedictine tradition, the University seeks balanced growth in mind, body and spirit for all members of its community. On its home campus and many extension centers, Saint Leo University offers a practical, effective model for life and leadership in a challenging world, a model based on a steadfast moral consciousness that recognizes the dignity, value and gifts of all people.

To accomplish its mission, the University community creates a student-centered environment in which love of learning is of prime importance. Members of the community are expected to examine and express their own values, listen respectfully to and respond to the opinions of others, serve the community in which they live, welcome others into their lives and care for all of God's creations.

1.2.1 *Values Statements*

Excellence – Saint Leo University is an educational enterprise. All of us, individually and collectively, work hard to ensure that our students develop the character, learn the skills and assimilate the knowledge essential to become morally responsible leaders. The success of our University depends upon a conscientious commitment to our mission, vision and goals.

Community – Saint Leo University develops hospitable Christian learning communities everywhere we serve. We foster a spirit of belonging, unity and interdependence based on mutual trust and respect to create socially responsible environments that challenge all of us to listen, to learn, to change, and to serve.

Respect – Animated in the spirit of Jesus Christ, we value all individuals' unique talents, respect their dignity and strive to foster their commitment to excellence in our work. Our community's strength depends on the unity and diversity of our people, on the free exchange of ideas and on learning, living, and working harmoniously.

¹ Music by Jeffery R. Smith. Lyrics by Kurt Van Wilt.

Personal Development – Saint Leo University stresses the development of every person’s mind, spirit and body for a balanced life. All members of the Saint Leo University community must demonstrate their commitment to personal development to help strengthen the character of our community.

Responsible Stewardship – Our creator blesses us with an abundance of resources. We foster a spirit of service to employ our resources to University and community development. We must be resourceful. We must optimize and apply all of the resources of our community to fulfill Saint Leo University’s mission and goals.

Integrity – The commitment of Saint Leo University to excellence demands that its members live its mission and deliver on its promise. The faculty, staff, and students pledge to be honest, just, and consistent in word and deed.

1.2.2 Vision 2010

Saint Leo University’s remarkable growth and development between 1997 and 2003 only hinted at what was to come between 2004 and 2010. University Campus, the heart of Saint Leo University’s world-wide reach, fueled the growth. Since fall 2004, University College grew resident enrollments from 900 to 1,400, and total full-time students, including resident and commuters, from 1,241 to 1,800. Five new student apartment buildings constructed near the shoreline of Lake Jovita accommodated and stimulated much of the growth.

The five new apartment complexes were only part of the physical transformation of the 160-acre campus. The new Student Community Center, an all new facility that includes the McDonald Dining Hall, brings together student affairs staff, student organizations and club offices, lounges and meeting rooms. It also houses the bookstore, snack bar, coffeehouse and post office. The building features a theatre that seats 225 auditorium-style. The theater is supported with dressing and staging areas to accommodate the many theatre productions, musical performances, speakers and comedians who perform for students and the community. A new deck overlooks the new amphitheatre, Lake Jovita, the beach, new boat docks and boat house.

Across the newly developed and expanded Campus quadrangle, the School of Business building complements the Student Community Center. The Business School houses the world’s largest Catholic university school of business in terms of enrollments, serving nearly 10,000 students worldwide with undergraduate and graduate business programs that emphasize Saint Leo University’s core values. The school teaches in 20 continuing education centers in seven states and six nations and also delivers business programs online, in blended formats and through video conferencing technology worldwide. The Business School building houses the hub for online, video production and broadcasting technology centers that link Saint Leo’s widely distributed students and staff into one university community. Faculty offices and the most modern, technologically advanced classrooms can be found in the Business School. The building also serves area businesses with first class on-site meeting, training, entertaining and videoconference spaces. One special feature of the School is the specialized online MBA for entrepreneurs that include video conferencing lectures, discussions, advisement, and annual on-campus seminars.

Improvements in the laboratories of Lewis Hall bring state-of-the art science facilities to the burgeoning number of science majors and expanding science faculty. Saint Leo University now places more than one dozen graduates in medical school and schools of dentistry and veterinary

medicine annually. Another two dozen science graduates enter graduate programs in occupational and physical therapy or pursue graduate degrees in the sciences. Similarly, improvements were made to the Cannon Memorial Library which serves Saint Leo's students everywhere with one of the largest digital collections anywhere, as well as comfortable research and study environments. Immediately adjacent to the Cannon Memorial Library is the three-level parking garage that accommodates 250 automobiles. The garage was part of the major redesign and restructuring of the campus roads, partially funded by Federal appropriations. The parking garage opened the Cannon Memorial Library to the public, meeting a pressing local need as areas near the campus grew from rural to suburban. It also provides easy access to the community for the new amphitheatre and the Student Community Center.

The University's entrance was moved back from State Route 52 some 50 feet. The parallel access roads were also moved 230 feet and Route 52 was widened to accommodate longer east and westbound turn-off lanes. The changes eliminated safety hazards for those entering and exiting the campus or traveling along State Route 52, and created an attractive sense of arrival. Additionally, the road "spine" was completed throughout the campus. The University is now constructing a new three-story academic building to replace Crawford Hall, another residence hall and parking garage. All the facilities capture the Spanish mission architectural theme that distinguishes the campus.

The eighteen hundred full-time students reflect Saint Leo's commitment to globalization and diversity, with 20 percent of its students being international and another 23 percent representing ethnic minorities. With applications exceeding 3,000 for 550 freshmen positions, regularly admitted student SAT scores range from 1000 to 1400 with 50 honors students in each class. While competitive, Saint Leo remains true to its mission of access and opportunity, maintaining its LEAP program for promising students who do not meet admissions criteria.

Higher admissions standards, more rigorous academic requirements and high expectations for student behavior contribute to Saint Leo University's athletic teams excelling. They have won the Mayor's Cup for the strongest programs in the Sunshine State Conference. Their success is supported by the many spectators who enjoy the now-lighted soccer fields and new bleachers both on the fields and in the gymnasium.

Impressive new and improved facilities are only a part of Saint Leo's attraction to students, on and off campus. The University's clear Catholic identity, hospitality to all people and emphasis on its values, teaching excellence and superior services, no matter their location, age or status distinguishes Saint Leo in the market. Commitments to develop flagship programs in psychology, sports business, and education led to recognition that Saint Leo now offers programs in these disciplines competitive with any in the Southeast and in some cases nationally. Criminal Justice enjoys great prestige for its excellence. Investments in the sciences and unique partnerships with Nova Southeastern University and St. Augustine University resulted in a 100 percent increase in science enrollments and average SAT's for science majors of over 1300. Overall Saint Leo University graduates from all locations and programs exceed national and state averages in outcomes exams in business, criminology, psychology, education, and other fields. Graduate and law school placement in the leading research universities continues to increase.

The full-time faculty grew to 150, an increase of nearly 50 percent. All new faculty already possessed the terminal degree in their discipline, bringing Saint Leo full-time faculty with the terminal degree to 97 percent. Continuous faculty development programs contributed to faculty

all using active, cooperative, and experiential learning methods in all their classes. The Center for Teaching Excellence helps develop the content of Saint Leo University's courses and helps faculty improve their ability to use the University's many resources effectively to increase learning. Saint Leo is now known as a leading teaching university because of the excellence of instruction in all delivery systems. Videoconferencing resources helped to make its widely distributed faculty truly one with regular video conferencing meetings and faculty development workshops. The University's long and proven record for caring teachers is enhanced by the way all full and part-time faculty are oriented, developed and acculturated. The University again uses its technological competence and resources to reach every full and part-time employee with these programs. The University takes particular pride in the excellent academic, personal, and career advising its faculty provides and that all of its locations consistently exceed national averages on learning outcomes exams and student satisfaction.

Saint Leo University made advising a priority in 2004 and now excels at it. Advisors took real effort to change their beliefs and habits about advising. Today, advising is evaluated, and it is an important consideration in tenure and promotion decisions. Indeed, the University's competence in academic and career advising is equally evident at Saint Leo's Continuing Education Centers. Once again Saint Leo's technological competence contributed to accelerating these improvements. On campus and at Continuing Education Centers, 98 percent of Saint Leo graduates express satisfaction with their overall experience.

Underscoring its commitment to technology across the curriculum, the University now utilizes video conferencing to connect students across University Campus, at its Centers, and throughout the world. Personal development programs offered by Career Services, Counseling Center, Academic Student Support Services and Health Services are transmitted via video conferencing. Saint Leo's ability to teach in traditional ways, online, with VTT, CD ROM's, and in blended formats, as well as support students with online services become sought after by ESO's in many locations. The University opted to open a maximum of two new locations a year to ensure quality programs, personnel and services.

Not only are students staying at Saint Leo, so too are faculty and staff. Turnover, including retirements, are less than 15 percent a year. Saint Leo University has built a great place for students and staff to be by emphasizing our six core values. Community, excellence, personal development, stewardship, respect, and integrity are real here. We not only prosper with enrollment and financial strength, we prosper as people. The University's success contributes to an institution that attracts students, faculty, staff and philanthropic support.

The University's enrollment has grown from under 12,700 to 16,000 in six years. Its endowment more than doubled to over \$18 million during that time as part of a comprehensive campaign that raised \$27 million on its \$20 million goal. The campaign also financed many of the building and renovation projects. Over 10,000 of the University's 50,000 graduates contributed during the campaign and now 9,000 make annual gifts. The University's budget exceeds \$125 million, and its net assets grew from \$21 million in 2002 to nearly \$70 million in 2010. Average faculty and staff salaries grew by 25 percent in five years, more than twice the rate of inflation. The wages of the lowest paid employee averaged a 40 percent raise, Saint Leo is known for its investments in facilities, technology, and people.

The University's great progress began to be noticed as its new academic centers drew attention to Saint Leo's innovative and important work. Saint Leo's online program dominance captured

headlines as well. Saint Leo has become recognized as an innovative, entrepreneurial model for higher education in the 21st century. The intense competition for campus freshmen admissions and the University's partnerships with medical, dental, law, and graduate schools brought Saint Leo to the attention of high schools students and parents throughout the east. Now University Campus enrolls freshmen from 36 states and 50 nations.

1.3 Charter and Bylaws of Saint Leo University

1.3.1 Amendment to Charter August 26, 1988

**AMENDMENT TO CHARTER
OF
SAINT LEO COLLEGE, INCORPORATED
A Corporation Not for Profit**

THIS IS TO CERTIFY that at a duly called meeting of the Board of Trustees of SAINT LEO COLLEGE, INCORPORATED held on the 26th day of August, 1988, in Saint Leo, Florida, at which a quorum was present, the following resolution was unanimously adopted:

RESOLVED, that the Charter and Articles of Incorporation of Saint Leo College, Incorporated, a corporation not for profit under the laws of the State of Florida, be amended and restated in order that this amendment and all amendments heretofore made will be set forth in one instrument, as follows:

**ARTICLES OF INCORPORATION
OF
SAINT LEO COLLEGE, INCORPORATED
A Corporation Not For Profit**

ARTICLE I

The name of the corporation is: SAINT LEO COLLEGE,
INCORPORATED.

ARTICLE II

The purposes for which the corporation is organized are to:

- (a) Continue and maintain Saint Leo College, which was founded in 1889.
- (b) Confer upon students, by diploma under the common seal, such degrees as are usually granted by colleges.
- (c) Execute any trust or trusts, the purposes whereof promote the maintenance of a college.
- (d) Have succession by its corporate name for the period set forth in the Articles of Incorporation.
- (e) Sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person
- (f) Adopt and use a common corporate seal and alter the same; provided, however, that such seal shall always contain the words "Corporation not for profit".
- (g) Elect or appoint such officers and agents as its affairs shall require and allow them reasonable compensation.
- (h) Adopt, change, amend and repeal Bylaws, not inconsistent with law or these Articles of Incorporation, for the administration of the affairs of the corporation and the exercise of the corporate powers.
- (i) Increase, by a vote of its members cast as the Bylaws direct, the number of Trustees so that the number shall not be less than three but may be any number in excess thereof.

- (j) Make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds and other obligations by mortgage and pledge of all its property, franchises or income.
- (k) Conduct its affairs, carry on its operations, and have offices and exercise the powers granted in any state, territory, district, or possession of the United States or any foreign country.
- (l) Purchase, take, receive, lease, take by gift, devise or bequest, or otherwise acquire, own, hold, improve, use or otherwise deal in and with real or personal property, or any interest therein, wherever situated.
- (m) Acquire, enjoy, utilize and dispose of patents, copyrights and trademarks and any licenses and other rights or interests thereunder or therein.
- (n) Sell, convey, mortgage, pledge, lease, exchange, transfer or otherwise dispose of all or any part of its property and assets.
- (o) Purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of and otherwise use and deal in and with, shares and other interests in, or obligations of, other domestic or foreign corporations, whether for profit or not for profit, associations, partnerships or individuals, or direct or indirect obligations of the United States, or of any other government, state, territory, governmental district, municipality, or of any instrumentality thereof.
- (p) Lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.
- (q) Make donations for the public welfare or for scientific, educational or other similar purposes.

(r) Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the corporation is organized.

ARTICLE III

The members of this corporation shall be limited to the incorporators and such persons who are eighteen (18) years of age or over, and citizens of the United States, as shall be elected to membership in accordance with the Bylaws of this corporation.

ARTICLE IV

The period of duration of the corporation is perpetual.

ARTICLE V

The names and residences of the subscribers are:

<u>Name</u>	<u>Address</u>
Marion Bowman	Saint Leo College, Saint Leo, Fla.
Stephen Herrmann	Saint Leo College, Saint Leo, Fla.
James Hoge	Saint Leo College, Saint Leo, Fla.
Andrew Metzger	Saint Leo College, Saint Leo, Fla.
George Montpetit	Saint Leo College, Saint Leo, Fla.
Henry C. Hughes	Saint Leo College, Saint Leo, Fla.
Robert A. Brown	315 Clark Ave., Palm Beach, Fla.

ARTICLE VI

The officers of this corporation shall be: A Chairman, one or more Vice Chairmen, one or more Vice Presidents, a Secretary and Treasurer.

ARTICLE VII

The affairs of the corporation shall be managed by a Board of Trustees, the number of which shall be set forth in the Bylaws of the corporation but shall never be less than three (3). They shall elect their successors and fill vacancies on the Board in accordance with the provisions set forth in the Bylaws of the corporation.

ARTICLE VIII

The Articles of Incorporation of this corporation may be altered, changed, repealed or amended by a two-thirds vote at any regular meeting of the Board of Trustees, provided that the proposed change is submitted in writing to each member of the Board at least ten (10) days prior to said meeting.

ARTICLE IX

The Bylaws of the corporation may be altered, changed, repealed or amended by a two-thirds vote at any regular meeting of the Board of Trustees, provided that the proposed change(s) is submitted in writing to each member of the Board at least ten (10) days prior to said meeting.

ARTICLE X

The time and place of the meetings of Saint Leo College, Incorporated shall be as stated in the Bylaws of this corporation.

ARTICLE XI

The post office address and principal place of business of this corporation is Saint Leo, Pasco County, Florida.

ARTICLE XII

Upon dissolution of this corporation, all of its assets, tangible and intangible, shall, under the jurisdiction of the Circuit Court of Pasco County, Florida, be distributed to such charitable, scientific, educational, religious or literary organizations as the Board of Trustees may select and which have been ruled exempt under Section 501(c)(3) of the Internal Revenue Code. In the event that the Board of Trustees fails to select and designate such an organization, then the assets hereof shall be distributed to such other organization as may be designated and selected by the Circuit Court of Pasco County, Florida, to be used only for charitable, scientific, educational, religious or literary purposes. Under no circumstances shall any of the

assets of this corporation, upon dissolution, be distributed to the members hereof.

IN WITNESS WHEREOF, this Amendment is executed by the Chairman and Secretary of the corporation

/s/H. E Johnson

Chairman

(Corporate Seal)

Attest:

/s/Adrian W. Bell, Jr.

Secretary

STATE OF FLORIDA
COUNTY OF PASCO

Before me, the undersigned authority, on this 12th day of September, 1988, personally appeared Hjalma E. Johnson, to me well known to be the Chairman of Saint Leo College, Incorporated, and who signed the foregoing amendment to charter, and he acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

/s/Beth G. Evans

Notary Public, State of Florida at Large
(Stamp, Seal)

STATE OF FLORIDA
COUNTY OF PASCO

Before me, the undersigned authority, on this 12th day of September, 1988, personally appeared Adrian W. Bell, Jr., to me well known to be the Secretary of Saint Leo College, Incorporated, and who signed the foregoing amendment to charter, and he acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

/s/Beth G. Evans

Notary Public, State of Florida at Large
(Stamp, Seal)

State of Florida

/Seal/

Department of State

I certify from the records of this office that SAINT LEO COLLEGE INCORPORATED, is a corporation organized under the laws of the State of Florida, filed on April 23, 1965.

The document number of this corporation is 708865.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1996, that its most recent annual report was filed on March 28, 1996, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Third day of March, 1997

(Great Seal of the State of Florida)

/s/ Sandra B. Mortham

Sandra B. Mortham
Secretary of State

1.3.1.1 Amendment to Saint Leo University Charter June 28, 1999

(Letterhead with Great Seal)

FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

June 28, 1999

SUMNER & MANN, P.A.
ATTN: ROBERT D. SUMNER
POST OFFICE DRAWER 1047
DADE CITY, FL 33526-1047

Re: Document Number 708865

The Articles of Amendment to the Articles of Incorporation for SAINT LEO COLLEGE INCORPORATED which changes its name to SAINT LEO UNIVERSITY INCORPORATED, a Florida corporation, were filed on June 28, 1999.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 487-6050, the Amendment Filing Section.

Doug Spitler
Document Specialist
Division of Corporations

Letter Number: 599A00034135

(Stamped: REC'D JUL – 9 1999)

Division of Corporations – P.O. BOX 6327 – Tallahassee, Florida 32314

State of Florida

/Seal/

Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on June 28, 1999, to Articles of Incorporation for SAINT LEO COLLEGE INCORPORATED which changed its name to SAINT LEO UNIVERSITY INCORPORATED, a Florida corporation, as shown by the records of this office.

The document number of this corporation is 708865.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1996, that its most recent annual report was filed on March 28, 1996, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-eighth day of June, 1999

(Great Seal of the State of Florida)

/s/ Katherine Harris

Katherine Harris
Secretary of State

1.3.1.2 Amendment to Charter of Saint Leo University April 13, 2005

(Letterhead with Great Seal)

FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

April 20, 2005

FRANK MEZZANINI
P.O. BOX 6665
ST LEO, FL 33574

Re: Document Number 708865

The Articles of Amendment to the Articles of Incorporation for SAINT LEO UNIVERSITY INCORPORATED, a Florida corporation, were filed on April 13, 2005.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 487-6050, the Amendment Filing Section.

Tracy Smith
Document Specialist
Division of Corporations

Letter Number: 505A00027102

(Stamped: REC'D APR 25 2005)

Division of Corporations – P.O. BOX 6327 – Tallahassee, Florida 32314

State of Florida

/Seal/

Department of State

I certify from the records of this office that SAINT LEO UNIVERSITY INCORPORATED is a corporation organized under the laws of the State of Florida, filed on April 23, 1965

The document number of this corporation is 708865.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 2004, that its most recent annual report/uniform business report was filed on February 16, 2004, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-eighth day of June, 1999

(Great Seal of the State of Florida)

/s/ Glenda E. Hood

Glenda E. Hood
Secretary of State

**A RESOLUTION OF
THE BOARD OF TRUSTEES
OF SAINT LEO UNIVERSITY, INC.
AMENDING THE ARTICLES OF INCORPORATION**

WHEREAS, Saint Leo University, Incorporated has tax exempt status under Section 501(c)(3) of the Internal Revenue Code as part of the group ruling issued to the United States Catholic conference;

WHEREAS, the University must be listed each year in the Official Catholic Directory in order to continue its tax exempt status;

WHEREAS, the Business Affairs Committee of the Board of Trustees at its February 21, 2003 meeting discussed the issue and instructed staff to apply for a stand alone tax exempt status;

WHEREAS, the IRS has reviewed the application and found the Articles of Incorporation out of compliance as it applies to not-for-profit organizations;

WHEREAS, the IRS has provided specific wording that must be amended to the existing Articles of Incorporation before they will grant the University its own tax exempt status.

WHEREAS, outside counsel for Saint Leo University has reviewed the proposed amending language and has approved the same.

NOW AND IN CONSIDERATION of the foregoing,

BE IT RESOLVED, by this Executive Committee that the Articles of Incorporation of this corporation be amended by adding to Article II the following:

(s) Said organization is organized exclusively for charitable, religious, educational, and scientific purpose, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code.

(t) No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal

Revenue Code, or corresponding section of any future tax code.

DONE AND RESOVED this 17th day of March 2005.

Board of Trustees of Saint Leo University, Inc.

By _____/s/_____
Chairman of the Board

By _____/s/_____
President

ATTEST:

_____/s/_____
Secretary, Board of Trustees
Saint Leo University, Inc.

1.3.2 Bylaws of Saint Leo University, Incorporated

1.3.2.1 Article I – Board Authority and Responsibilities

1.3.2.1.1 Section 1 – Corporate Powers and Authority

The Board of Trustees shall have and exercise those corporate powers prescribed by law. Its ultimate authority is affirmed through its general, academic, and financial policy-making functions and its responsibility for the corporation's financial health and welfare. The Board of Trustees shall exercise ultimate institutional authority as set forth in these bylaws and in such other policy documents it deems to be appropriate. These bylaws and other Board policy statements shall take precedence over all other institutional statements, documents, and policies.

1.3.2.1.2 Section 2 – Authority

The Board of Trustees shall have the authority to carry out all lawful functions which are permitted by these bylaws or by the articles of incorporation. This authority, in consultation with the President, shall include but shall not be limited to these functions:

1. Determine and periodically review the University's mission and purposes.
2. Appoint the president who shall be the University's chief executive officer and set appropriate conditions of employment, including compensation.
3. In consultation with the President, establish variations in the standard conditions of employment for other key institutional officers who serve at the pleasure of the president.
4. Approve any and all collective bargaining agreements.
5. Support the president and assess the performance of the president.
6. Review and approve proposed changes in the University's academic programs and other major enterprises consistent with the University's mission, plans, and financial resources.
7. Approve institutional policies bearing on faculty appointment, promotion, tenure, and dismissal as well as anti-discrimination policies for all categories of employees.
8. Approve the annual budget and annual tuition and fees, regularly monitor the University's financial condition, and establish policy guidelines affecting all institutional assets including investments and the physical plant.
9. Contribute financially to the University's fund-raising goals, participate actively in strategies to secure sources of support, and authorize University officers to accept gifts or bequests subject to Board policy guidelines.
10. Authorize by policy guidelines the incurring of debts by the University and securing thereof by mortgage and/or pledges of real and tangible and intangible personal property.
11. Authorize the construction of new buildings, capitalization of deferred maintenance, and major renovations of existing buildings.
12. Authorize the purchase, sale, and management of all land, buildings, and major equipment.

13. Approve such policies that contribute to the best possible environment for students to learn and develop their abilities and that contribute to the best possible environment for the faculty to teach, pursue their scholarship, and perform public service, including the protection of academic freedom.
14. Approve all earned and honorary degrees through the faculty and President as they shall recommend.
15. Serve actively as advocates for the University in appropriate matters of public policy in consultation with the president and other responsible parties as the Board shall determine.
16. Periodically undertake or authorize assessments of the Board's performance.

1.3.2.2 Article II – Membership of the Board of Trustees

1.3.2.2.1 Section 1 – Number of Members

The Board of Trustees shall consist of not less than twenty-one (21), nor more than forty (40) persons, including the President of the University.

1.3.2.2.2 Section 2 – Election

New Trustees and incumbent members of the Board of Trustees who are eligible for re-election normally shall be elected at the Board's annual spring meeting by a majority of the Trustees then in office. Any unfulfilled term may be filled through a special election at any regular meeting of the Board of Trustees.

1.3.2.2.3 Section 3 – Terms of Office

Trustees shall serve for an initial three-year term and shall then be eligible for re-election for two additional consecutive terms. Trustees who have served for nine consecutive years (exclusive of any partial term) shall be eligible for re-election following a one-year hiatus. The three (four if Treasurer is a Board Member) Board officers shall be exempt from this provision until at least one year has passed following completion of their term of office, or until the Committee on Trusteeship shall otherwise determine.

1.3.2.2.4 Section 4 – Membership

The Board of Trustees shall select one member from the Saint Leo Abbey community, the Holy Name Monastery community, the general faculty of the University, the national Alumni Association, and the student body. The individual representatives may be selected by the Board, considering the current needs of the Board and of the institution (ordinarily the Abbot/Administrator shall be the selected representative of the Abbey and the Prioress the selected representative of the Monastery), from slates of no more than three nominees proposed by the respective groups. The President of the University shall design and oversee the nomination process for the general faculty and student body.

The student representative shall serve a two year term or until he/she interrupts by more than one semester his/her studies at Saint Leo University, whichever occurs first.

The Faculty Representative shall serve one three year term.

Except as provided herein, no person other than the President of the University, the representative of the general faculty, and the representative of the student body shall be eligible to serve on the Board of Trustees who otherwise receives compensation for services as an employee of Saint Leo University.

Except for the aforementioned, a Trustee accepting full-time employment from the university or who earns in excess of \$20,000 per year as an employee of the University must resign or be placed on leave of absence from the Board during the time of employment.

1.3.2.2.5 Section 5 – Removal from Office

All Trustees serve at the pleasure of the Board. A Trustee may be removed for cause from office by an affirmative vote of two-thirds of the Trustees.

1.3.2.2.6 Section 6 – Nominations

The Committee on Trustees shall recommend candidates for election or reelection to the Board through procedures adopted by the Board. A slate of candidates shall be provided all Trustees at least ten days in advance of the annual or regular meeting of the Board of Trustees at which time an election is scheduled with biographical information for each prospective Trustee candidate.

1.3.2.3 Article III – Trustees Emeriti

A Trustee who has served for a minimum of two terms may, upon recommendation of The Committee on Trusteeship, be elected by a majority of the Board as a Trustee Emeritus. This position shall be reserved for those Trustees with records of distinctive service. Trustees Emeriti shall be elected for a six-year, renewal once, and shall be subject to removal for cause as delineated in Article II, Section 5. They shall be entitled to receive notices of all meetings of the Board except executive sessions of the Board, to attend and speak at all such meetings, to receive minutes of all meetings of the Board, and to be members of all committees except the Executive Committee. They shall have the power to vote in meetings of any committee on which they may serve, but shall not have voting powers in meetings of the Board of Trustees. A Trustee Emeritus shall not be counted as a member of the Board of Trustees for any purpose.

1.3.2.4 Article IV – Officers of the University

1.3.2.4.1 Section 1 – Officers

The officers of the University shall be the Chairperson, Vice Chairperson, and Secretary of the Board of Trustees, the President, Vice President of Academic Affairs, and Vice President of Business Affairs or of Financial Affairs, who shall serve as Treasurer. All officers shall serve at the pleasure of the Board of Trustees except for the Vice Presidents who shall serve at the pleasure of the President in consultation with the Board of Trustees. The Board of Trustees may elect other officers as recommended by the President from time to time who shall serve at the pleasure of the President in consultation with the Board of Trustees. Unless a vacancy occurs at

another time, elections of the Chairperson, Vice Chairperson, and Secretary shall be held at the Spring meeting of the Board. A vacancy in any office may be filled at any time.

1.3.2.4.2 Section 2 – Membership

The Chairperson, Vice Chairperson, Secretary, and President shall be Trustees. The President will have the power to vote and his or her presence at meetings shall be counted as part of quorum determinations. The other University officers shall not be members of the Board.

1.3.2.4.3 Section 3 – Terms

The terms of office for officerships will vary as provided elsewhere in these bylaws. The Board may approve the appointment of other officers upon recommendation of the President.

1.3.2.5 Article V – Terms and Responsibilities of the Chair and Vice Chair of the Board of Trustees

1.3.2.5.1 Section 1 – Nomination and Election

The Chairperson and Vice Chairperson shall be elected upon nomination by the Committee on Trustees and shall ordinarily serve for at least two consecutive years but not more than four years. Vacancies may be filled at any time by a majority vote of the members of the Board, but election or reelection shall normally take place at the designated annual meeting.

1.3.2.5.2 Section 2 – Duties of the Chair

The Chairperson shall preside at all Board and Executive Committee meetings, have the right to vote on all questions, appoint committee chairpersons and vice chairpersons, determine the composition of all Board committees with the exception of the Executive Committee, and otherwise serve as spokesperson for the Board. He or she shall serve as Chairperson of the Executive Committee, ex-officio member of all other standing committees of the Board, and have other duties as the Board may prescribe from time to time.

1.3.2.5.3 Section 3 – Duties of the Vice Chair

In the absence of the Chairperson, the Vice Chairperson shall perform the duties of the office of the Chair including presiding at Board and Executive Committee meetings. He or she shall have other powers and duties as the Board may from time to time prescribe and may or may not be nominated to succeed the Chairperson when a vacancy occurs in that office as the Committee on Trustees shall decide.

1.3.2.6 Article VI – Term and Responsibilities of the Secretary

1.3.2.6.1 Section 1 – Nomination and Election

The Secretary shall be elected upon nomination of the Committee on Trustees and shall ordinarily serve for at least two consecutive years but not more than four years.

1.3.2.6.2 Section 2 – Duties

The Secretary shall ensure that the Board of Trustees is acting in accordance with these bylaws, that bylaw amendments are promptly made as necessary, that minutes of Board and Executive Committee meetings are accurate and promptly distributed to all Trustees, that meetings are properly scheduled and Trustees notified, and Board policy statements and other official records are properly maintained. The Secretary shall perform other duties as prescribed from time to time by the Board and maybe assisted in all duties by a staff person designated by the President.

1.3.2.7 Article VII – Term, Authority, and Responsibilities of the President of the University

1.3.2.7.1 Section 1 – Appointment

The President serves at the pleasure of the Board of Trustees for such term, compensation, and with such conditions of employment as it shall determine.

1.3.2.7.2 Section 2 – Authority

The President shall be the University's chief executive officer and the chief advisor to and executive agent of the Board of Trustees. His or her authority is vested through the Board of Trustees and includes education direction and quality, business and financial affairs, administrative and general management of the university. The President is responsible for leading the University, implementation of Board policies, keeping the Board informed on appropriate matters, consulting with the Board in a timely manner on matters appropriate to its policy-making and fiduciary functions, and serving as the University's key spokesperson. He or she has the authority to execute all documents on behalf of the University and the Board of Trustees consistent with Board policies and the best interests of the University. The President serves as an ex-officio member of all board committees except for the Audit Committee.

1.3.2.8 Article VIII – Term, Authority, and responsibilities of the Vice President(s)

1.3.2.8.1 Section 1 – Powers and Duties

Each Vice President shall have such powers and shall perform such duties as may be assigned by the President with approval of the Board of Trustees. In case of absence or disability of the President, the duties of that office shall be performed by the Vice President of Academic Affairs. In the latter's absence, the President shall designate another Vice President as his/her replacement.

1.3.2.8.2 Section 2 – Vice President of Business Affairs as Treasurer of the Board

The Vice President of Business Affairs, with the approval of the Board of Trustees, shall normally be designated as Treasurer and perform those duties as described in these bylaws. In the latter's absence, the President shall designate a replacement.

1.3.2.9 Article IX – Powers and Duties of the Treasurer

1.3.2.9.1 Section 1 – Duties and Responsibilities

The Treasurer shall be responsible for carrying out the mandates of the Board of Trustees and its Business Affairs Committee in overseeing the financial resources of the University including, but not limited to, cash, securities, stocks, bonds, and all other property, personal or real, owned by the University. The Treasurer shall assure that all books and accounts are accurately kept and furthermore, shall present, in accordance with the directives of the Audit Committee, a full and detailed financial statement properly audited by an independent certified accountant to the Board at its annual meeting and, if requested at any other meeting of the Board of Trustees or any meeting of its Business Affairs or Executive Committee.

1.3.2.9.2 Section 2 – Monitoring of Funds

The Treasurer shall monitor the investments of the University, including endowment funds, and any funds recommended by the Business Affairs Committee and approved by the Board of Trustees. In addition, the Treasurer may be required to furnish a bond for the faithful performance and discharge of these duties, as may be directed by the Board or required by state statute.

1.3.2.9.3 Section 3 – Eligibility and Appointment

The Treasurer shall normally be an officer of the University, and officer of the University, but not a member of the Board of Trustees. Such officer shall be reaffirmed each year as Treasurer by the Board. If such officer is not designated by the Board as Treasurer then the Treasurer shall be a member of the Board as so elected. So long as the Treasurer is a vice president of the University there shall be no limit on the term of office. When the Treasurer is not a vice president of the University, the term of office shall ordinarily not exceed four consecutive years.

1.3.2.10 Article X – Meetings

1.3.2.10.1 Section 1 – Regular Meetings

The Board of Trustees shall have at least three (3) regular meetings annually on such dates and at such places as it shall determine. The annual meeting for the purpose of electing trustees, officers, and at-large members of the Executive Committee, shall be the spring meeting each year.

1.3.2.10.2 Section 2 – Special Meetings

Special meetings may be held at the call of the Board Chairperson, the President, or any five Trustees. Written notice of such special meetings shall be served to all Trustees by the Chairperson, Secretary of the Board of Trustees, or Assistant Secretary with a clear statement of purpose(s) at least ten business days in advance. Business at such special meetings shall be confined to the stated purpose(s).

1.3.2.10.3 Section 3 – Notice and Waiver of Notice

Whenever notice is required to be given under the provisions of law or of the articles of incorporation or of these bylaws, a waiver in writing signed by all persons entitled to receive said notice whether before or after the time stated therein shall be deemed equivalent of such notice. Attendance at any meeting by a Trustee shall be conclusively deemed a waiver of notice of that meeting unless objection is made at the outset of such meeting unless objection is made at the outset of such meeting to the failure to give proper notice.

1.3.2.10.4 Section 4 – Quorum

A quorum for the transaction of business at meetings of the Board of Trustees or its Executive Committee shall consist of a majority of their respective regular voting member Trustees. Except as otherwise provided in these bylaws or the articles of incorporation, a majority vote of those members present with a proper quorum shall constitute proper action.

1.3.2.11 Article XI – Action without a Formal Meeting

Any action required or permitted to be taken by the Board of Trustees or by any committee thereof may be taken without a formal meeting so long as proper notice has been given. Notice may be given by mail, fax, telegram, cable or e-mail. Meetings may be conducted by conference call, video conference or in person. Any action of the Board of Trustees or of any committee thereof which is required or permitted to be taken at a meeting may be taken without a meeting if written consent setting forth the action(s) taken and signed by each member of the Board of Trustees or the committee as the case may be.

1.3.2.12 Article XII – Committees

1.3.2.12.1 Section 1 – Establishment of Committees

The Board shall establish such standing and ad-hoc committees as it deems appropriate to the discharge of its responsibilities. Each standing committee shall have a written charter containing at least the purpose, role, and scope as approved by the Board and such rules of procedure or policy guidelines that it or the Board, as appropriate, shall approve.

1.3.2.12.2 Section 2 – Standing Committees

There shall be at least the six standing committees specified in these by-laws: Academic Affairs, Business Affairs, Student Services and Continuing Education Administration, University Advancement, Committee on Trustees and Audit. Members of standing committees shall be appointed by the Chairperson annually at or following the annual spring meeting of the Board of Trustees. Except as provided in these bylaws, the Chairperson of the Board and the President of the University shall be ex-officio members of all standing committees, and each standing committee shall include at least five additional Trustees. The Chairperson of each standing committee and a majority of its members shall be Trustees.

1.3.2.12.3 Section 3 – Meetings, Duties, and Reports of Standing Committees

The president of the university shall designate an appropriate university officer or administrator to assist with work of each standing committee. Each standing committee shall meet at least two times annually, is advisory to the Board, and regularly reports on its work and recommendations to the Board of Trustees. Except for the Executive Committee whose minutes of meetings are required, other committees shall decide whether written minutes are necessary and desirable and how they should be distributed to the Trustees.

1.3.2.13 Article XIII – Committee Composition, Purposes, and Responsibilities of the Executive Committee

1.3.2.13.1 Section 1 – Composition

The Executive Committee shall have ten (10) members, all of whom shall be voting trustees, except for the President who shall be ex-officio without vote and not counted as part of a quorum for the purpose of transacting business. The Chairperson, Vice Chairperson, and Secretary shall be members along with the chairpersons of all Board standing committees. In addition, one Trustee shall be nominated by the Committee on Trustees and elected by the Board at the annual meeting to serve on the committee. The Chairperson shall insure there is at least one member of the Benedictine Community on the Executive Committee.

1.3.2.13.2 Section 2 – Purpose and Responsibilities

The purpose of the Executive Committee is twofold: 1) it shall serve at the pleasure of the Board as its agent in helping the President to address business matters not otherwise herein solely reserved for the Board of Trustees or as otherwise delegated by the Board between regular Board meetings to conserve time; and 2) it shall assist the Chairperson and the President in their joint responsibility to help the Board to function effectively and efficiently by suggesting Board meeting agenda items and periodically assessing the quality of committee work. The Committee shall have authority to take action on emergency matters which cannot or should not be deferred until the Board's next scheduled meeting. The Committee shall have authority to act for the Board of Trustees on all matters except for the following which shall be reserved for the Board: presidential selection and termination; Trustee and Board officer selection; changes in institutional mission and purposes; changes to the bylaws, charter, or articles of incorporation; incurring of corporate indebtedness in excess of \$250,000; sale of University assets or tangible property valued greater than \$250,000; adoption of the annual budget; and conferral of degrees. These bylaws or other Board policy may reserve other powers for the Board of Trustees.

In addition to its authority described above, the Executive Committee shall oversee the work of Board committees, the University's planning process or progress on planning goals, the Board's responsibility to support the President and assess his or her performance, and review annually the President's compensation and conditions of employment.

1.3.2.13.3 Section 3 – Meetings and Quorum

The Committee shall meet as often as necessary to conduct its business as the Chairperson and President shall determine and ensure that minutes are taken and promptly distributed to all

Trustees for subsequent ratification by the Board of Trustees at its next regular meeting. A majority of voting Trustee committee members shall constitute a quorum.

1.3.2.14 Article XIV – Composition, Purposes, and Responsibilities of the Committee on Trusteeship

1.3.2.14.1 Section 1 – Composition

The Committee on Trusteeship shall have at least five members and not more than seven, all of whom shall be voting Trustees. The Committee's Chairperson, Vice Chairperson, and members shall be appointed for renewable one-year terms by the Chair of the Board of Trustees. The committee of Trustees shall have a written charter containing at least the purpose, role and scope as approved by the Board and such rules of procedure or policy that it or the Board, as appropriate, shall approve

1.3.2.14.2 Section 2 – Purpose and Responsibilities

The purpose of the Committee on Trustees is threefold: 1) it shall ensure that the Board's membership and leadership consists of highly qualified and committed individuals, 2) it shall ensure that regular programs of new Trustees and in service education are maintained, and 3) it shall periodically recommend initiatives by which the Board shall assess its performance. It serves as the Board's agent in reviewing the performance of incumbent Trustees and Board officers who are eligible for reelection, maintains a list of qualified candidates for possible nomination, considers cultivation strategies for promising Trustee candidates, and proposes and periodically reviews the adequacy of a statement of Trustee responsibilities as adopted by the Board. It shall establish its own rules of procedure in consultation with the Board Chairperson, President, and the Board of Trustees.

1.3.2.14.3 Section 3 – Meetings and Quorum

The Committee shall meet as often as necessary to conduct its business but no fewer than two times annually. It shall seek the assistance of all Trustees in the course of meeting its responsibilities in accordance with these bylaws and its own rules of procedures as adopted by the Board of Trustees. A majority of the Committee's members shall constitute a quorum.

1.3.2.15 Article XV – Composition, Purposes, and Responsibilities of the Academic Affairs Committee

1.3.2.15.1 Section 1 – Composition

The Academic Affairs Committee shall have at least five members who shall be voting Trustees. The Committee's Chairperson and members shall be appointed for renewable one-year terms by the Chairperson of the Board of Trustees. The Academic Affairs Committee shall have a written charter containing at least the purpose, role, and scope as approved by the Board and such rules of procedure or policy that it or the Board, as appropriate, shall approve.

1.3.2.15.2 Section 2 – Purpose and Responsibilities

The purpose of the Academic Affairs Committee is threefold: 1) it shall, review any substantive policy modifications to the academic and admissions program; 2) it shall review policy issues and recommendations of the President for promotion and tenure; and 3) in cooperation with the President, and Vice President of Academic Affairs, it shall monitor and ensure the quality of the academic program and faculty. It shall make such reports and recommendations to the Board of Trustees relative to the foregoing as may be required.

1.3.2.15.3 Section 3 – Meetings and Quorum

The Committee shall meet as often as necessary to conduct its business but no fewer than two times annually. A majority of the Committee's members shall constitute a quorum.

1.3.2.16 Article XVI – Composition, Purposes, and Responsibilities of the Student Affairs Committee

1.3.2.16.1 Section 1 – Composition

The Student Services & Continuing Education Administration Committee shall have at least five members who shall be voting Trustees. The Committee's Chairperson and members shall be appointed for renewable one-year terms by the Chairperson of the Board. The Student Services & Continuing Education Administration Committee shall have written charter containing at least the purpose, roles and scope as approved by the Board and such rules of procedure or policy as it or the Board, as appropriate shall approve.

1.3.2.16.2 Section 2 – Purpose and Responsibilities

The purpose of the Student Services & Continuing Education Administration Committee is fourfold: 1) it shall review the substantive policy changes to the student life and services programs of the university, including discipline, residential life, counseling, registration and intercollegiate athletics, and 2) in cooperation with the President and Vice President of Student Services & Continuing Education, monitor and appraise the quality of the student life and service programs; (3) it shall review the substantial changes governing the University's Continuing Education programs; and (4) in cooperation with the President and Vice President of Student Services & Continuing Education Administration, monitor and appraise the quality of Continuing Education Programs and Services. It shall make such reports and recommendations to the Board of Trustees relative to the foregoing as may be required.

1.3.2.16.3 Section 3 – Meetings and Quorum

The Committee shall meet as often as necessary to conduct its business but no fewer than two times annually. A majority of the Committee's members shall constitute a quorum.

1.3.2.17 Article XVII – Composition, Purposes, and Responsibilities of the Business Affairs Committee

1.3.2.17.1 Section 1 – Composition

The Business Affairs Committee shall have at least five members who shall be voting Trustees. The Committee's Chairperson and members shall be appointed for renewable one-year terms by the Chair of the Board of Trustees. The Business Affairs Committee shall have a written charter containing at least the purpose, role and scope as approved by the Board and such rules of procedure or policy that it or the Board, as appropriate, shall approve.

1.3.2.17.2 Section 2 – Purpose and Responsibilities

Business Affairs Committee shall review annual operating and capital budgets, it shall review major financial transactions not provided for in the budget, it shall review the investment policies of the university including those of the endowment, it shall review and analyze maintenance and operations policy for the buildings and grounds of the University.

It shall review matters affecting the staff and faculty of the University, other than those affecting the academic program, including salary, pension, and other personnel policies.

It shall review and analyze maintenance and operation policy for the building and grounds of the University, recommend improvements, review and recommend approval of plans and cost estimates for new facilities.

1.3.2.17.3 Section 3 –Meetings and Quorum

The Committee shall meet as often as necessary to conduct its business but no fewer than three times annually. The Business Affairs Committee shall be responsible for reporting to the Board in sufficient detail the financial status of the University so as to insure all Board members have sufficient knowledge so as to carry out their responsibilities as Trustees. A majority of the Committee's members shall constitute a quorum.

1.3.2.18 Article XVII – Composition, Purposes, and Responsibilities of the Institutional Advancement Committee

1.3.2.18.1 Section 1 – Composition

The Institutional Advancement Committee shall have at least five members who shall be voting Trustees. The Committee's Chairperson and members shall be appointed for renewable one-year terms by the Chairperson of the Board of Trustees. The Institutional Advancement Committee shall have a written charter containing at least the purpose, role and scope as approved by the Board and such rules of procedure or policy that it or the Board, as appropriate, shall approve.

1.3.2.18.2 Section 2 – Purpose and Responsibilities

The Institutional Advancement Committee shall review, recommend, endorse, and actively support the programs of the Office of University Advancement. This includes the fund-raising

programs that are necessary for the university to carry out its purpose, and the public relations initiatives necessary to put the university in the best possible position to raise support in development and in admissions.

1.3.2.18.3 Section 3 – Meetings and Quorum

The Committee shall meet as often as necessary to conduct its business but no fewer than two times annually. A majority of the Committee's members shall constitute a quorum.

1.3.2.19 Article XVIII – Composition, Purposes, and Responsibilities of the Audit Committee

1.3.2.19.1 Section 1 – Composition

The Audit Committee shall have at least five members, at least four of whom shall be voting Trustees. The Committee's Chairperson, Vice Chairperson, and members shall be appointed for renewable one-year terms by the Chairperson of the Board of Trustees. The Audit Committee shall have a written charter containing at least the purpose, role and scope as approved by the Board and such rules of procedure or policy that it or the Board, as appropriate, shall approve.

1.3.2.19.2 Section 2 – Purpose and Responsibilities

The purpose of the Audit Committee is threefold: 1) select the audit firm and recommend same to Board of Trustees, receive the annual audit, and review audit findings, 2) review internal and external audit procedures, and 3) ensure that matters of non-compliance are resolved. It shall make such reports and recommendations to the Board of Trustees relative to the foregoing as may be required. It shall establish its own rules of procedure in consultation with the Board Chairperson, President, and the Board of Trustees.

1.3.2.19.3 Section 3 – Meetings and Quorum

The Committee shall meet as often as necessary to conduct its business but no fewer than two times annually. A majority of the Committee's members shall constitute a quorum.

1.3.2.20 Article XIX – Indemnification

Each Trustee and Officer or former Trustee and Officer of the University who is or was a party to any threatened, pending or completed proceeding, by reason of the fact that he or she is or was a Trustee or Officer of the University or is or was serving at the request of the Board of Trustees shall be indemnified by the University to the fullest extent permitted by law against all expenses and liabilities actually and necessarily incurred by such Trustee or Officer in connection with the proceeding including any appeal thereof. Such persons shall also be entitled to advancement of expenses incurred in defending a proceeding in advance of its final disposition to the fullest extent permitted by law, subject to the conditions imposed by law. The University shall maintain appropriate trustee and officer liability insurance coverage for this purpose.

The right of indemnification shall be a contract right inuring to the benefit of the Trustees and

Officers entitled to be indemnified hereunder and on amendment or repeal of this article shall adversely affect any right of such persons at the time of such amendment or repeal.

The right of indemnification under this article shall be in addition to and not exclusive of all other rights to which persons entitled to indemnification hereunder may be entitled. Nothing contained in this article shall affect any rights to indemnification to which persons entitled to indemnification hereunder may be entitled by contract or otherwise under law.

1.3.2.21 Article XX – Conflict of Interest

A Trustee shall be considered to have a conflict of interest if (a) such Trustee has existing or potential financial or other interests which impair or might reasonably appear to impair such member's independent, unbiased judgment in the discharge of his or her responsibilities to the University, or (b) such Trustee is aware that a member of his or her family (which for purposes of this paragraph shall be a spouse, parents, sibling, children and any other relative) or any organization in which such Trustee (or member of his or her family) is an officer, director, employee, member, partner, Trustee, or controlling stockholder, has such existing or potential financial or other interests. All Trustees shall disclose to the Board any possible conflict of interest at the earliest practicable time. No Trustee shall vote on any matter under consideration at a Board or committee meeting, in which such Trustee has a conflict of interest. The minutes of such meeting shall reflect that a disclosure was made and that the Trustee having a conflict of interest abstained from voting. Any Trustee who is uncertain whether a conflict of interest may exist in any matter may request the Board or committee to resolve the questions by majority vote.

1.3.2.22 Article XXIII – Review and Amendment of Bylaws

1.3.2.22.1 Section 1 – Amendment

These bylaws may be changed or amended at any meeting of the Trustees by a two-thirds vote of those present, provided notice of the substance of the proposed amendment is sent to all Trustees at least 30 days before the meeting.

1.3.2.22.2 Section 2 – Periodic Review

These bylaws shall be reviewed biennially by the Secretary of the Board of Trustees and the Executive Committee who shall recommend any necessary changes to the Board of Trustees.

1.3.2.23 Article XXII – Discrimination Prohibited

In administering its affairs, the University shall not discriminate against any person on the basis of race, creed, color, national or ethnic origin, sex, age or physical disability, unless preference is given an individual for reasons of the religious nature of the University as allowed by law.

Adopted by the Board of Trustees and amended on July 27, 2007.

Internal Revenue Code 501 (c) (3) Status

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

Date: July 12, 2005

SAINT LEO UNIVERSITY INCORPORATED
33701 STATE RD 52 STE MC2246
SAINT LEO, FL 33574-6665

DEPARTMENT OF THE TREASURY

Employer Identification Number:
59-1237047
DLN:
17053244053044
Contact Person:
EDWARD J POMERANTZ ID# 31326
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b) (1) (A) (ii)
Form 990 Required:
Yes
Effective Date of Exemption:
April 23, 1965
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501 (c) (3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501 (c) (3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501 (c) (3) for some helpful information about your responsibilities as an exempt organization.

Revenue Procedure 75-50, published in Cumulative Bulletin 1975-2 on page 578, sets forth guidelines and record keeping requirements for determining whether private schools have racially nondiscriminatory policies as to students. You must comply with this revenue procedure to maintain your tax-exempt status.

Sincerely,

/s/

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501 (c) (3)

Addendum

Letter 947 (DO/CG)

1.4 Administrative Structure

See also Section 1.5, Organization Charts.

1.4.1 The President

The Board of Trustees Bylaws outlines the expectations of the President at Article VII, (paragraph 1.3.2.7).

The following positions report to the President:

1. Five Vice Presidents;
2. Assistant to the President;
3. Assistant to the President – University Ministry;
4. Director of Intercollegiate Athletics (see paragraph 1.4.1.1);
5. Senior Executive Assistant; and
6. Internal Auditor Director.

1.4.1.1 Intercollegiate Athletic Program

Intercollegiate Athletic Program Coaches/Assistant Coaches:

1. Men's Basketball
2. Women's Basketball
3. Men's Baseball
4. Women's Softball
5. Men's Soccer
6. Women's Soccer
7. Men's Tennis
8. Women's Tennis
9. Men's Golf
10. Women's Golf
11. Men's Cross Country
12. Women's Cross Country
13. Women's Volley Ball
14. Men's Lacrosse
15. Men's Swimming
16. Women's Swimming

1.4.2 Vice President of Academic Affairs

The Vice President of Academic Affairs is the chief academic officer for undergraduate and graduate degree programs offered through the three schools of Saint Leo University.

The following report to the Vice President of Academic Affairs:

Dean, School of Arts and Sciences

Director of MAPS

Dean, School of Business

Director of Graduate Business Studies
Associate Dean

Dean, School of Education and Social Services
Director of Graduate Studies in Education
Director of Graduate Criminal Justice

Associate Vice President
Accreditation Analyst

Director of Library Services

Executive Assistant

Coordinator

1.4.3 Vice President of Continuing Education and Student Services

The Vice President of Continuing Education and Student Services is responsible for all Saint Leo University Continuing Education programs. The following report to the Vice President of Continuing Education and Student Services for this responsibility:

Associate Vice President
Director of the Center for Online Learning
Director of Distance Learning
Assistant Vice President Central Region (see paragraph 1.4.3.1)
Assistant Vice President Florida Region (see paragraph 1.4.3.2)
Assistant Vice President Virginia Region (see paragraph 1.4.3.3)
Assistant Vice President Student Services
Registrar
Executive Assistant

The second overall responsibility is Academic Support Services. Reporting to the Assistant Vice President of Student Services for this responsibility are the following:

Assistant Vice President of Student Services
Student Health Services Director
Director Campus Life
Associate Director Residence Life
Assistant Director Residence Life
Associate Director Student Involvement
Assistant Director Student Involvement
Associate Director Student Involvement
Director Counseling and Career Services
Associate Director Counseling and Career Services
Assistant Director Counseling and Career Services
Assistant Director Internships
Campus Safety Director
Director Dining Services
Director of Academic Student Support Services
Disability Services Director

1.4.3.1 Continuing Education – Assistant Vice President of the Central Region

Director Savannah Center
Director Shaw AFB Center/Charleston Office
Director NS Ingleside Center and NAS Corpus Christi
Fort McPherson/Atlanta Center Director
Assistant Director Atlanta Center
Assistant Director Gwinnett Office
Assistant Director Atlanta Policy Academy
Director Columbus AFB Center

1.4.3.2 Continuing Education – Assistant Vice President of the Florida Region

Director MacDill AFB Center
Center Assistant Director MacDill AFB
Director Ocala Center
Assistant Director Ocala Center
Lake City Center Director/Trenton Office
Director Madison Center/Tallahassee Office

Director Northeast Florida Center
Assistant Director Palatka Office
Director Gainesville Center/Starke Office

1.4.3.1 Continuing Education – Assistant Vice President of the Virginia Region

Center Director Fort Lee and Fort Eustis
Fort Eustis Assistant Director
Fort Lee Assistant Director
Director Langley AFB Center
Assistant Director Langley AFB Center
Director South Hampton Roads Center
Assistant Director NS Norfolk Office
Assistant Director NAS Oceana Office
Assistant Director South Hampton Roads Center
Director Key West Center
San Diego Office Assistant Director

1.4.3.2 Continuing Education Tampa Region- Associate Vice President

Director Weekend and Evening Center

Assistant Director Weekend and Evening Center

Assistant Director Weekend and Evening Center

Director MacDill AFB Center

Assistant Director MacDill AFB Center

Assistant Director St. Petersburg Office

Director Instructional Design

1.4.4 Vice President of Business Affairs

The Vice President of Business Affairs is the chief financial and business affairs office of Saint Leo University. The following report to this administrator:

Executive Assistant

Associate Vice President/Chief Information Officer of University Technology Services

Associate CIO

Coordinator

Director of Information Technology

Director of Information System Services

Director of Network and System Services

Assistant Vice President of Business Affairs

Controller

Director of Budgets

Director of Bookstore

Copy Center Operator

Mailroom Manager

Director of Human Resources

Benefits Coordinator

Recruitment Coordinator

Human Resource Assistant

Director of Professional Development

Assistant Director of Professional Development

Coordinator

Internal Auditor

Internal Audit Accountant

Associate Vice President/General Counsel

Risk Management Coordinator

Director of Physical Plant
 Grounds Manager
 Maintenance Manager
 Housekeeping Manager
 Administrative Assistant
 Office Assistant
 Events and Moves Coordinator

1.4.5 Vice President of Enrollment

The Vice President of Enrollment is the chief officer of Saint Leo University on matters of marketing, branding, admissions, and student financial assistance areas. The following report to this officer:

Assistant Vice President – Undergraduate Admissions
 Associate Director
 Assistant Director
 Executive Assistant

Assistant Vice President – Graduate and Weekend/Evening Admissions
 Senior Coordinators
 Coordinator
 IT Specialist
 Associate Director/Team Lead
 Sr. Assistant Director – Weekend/Evening
 Associate Director

Assistant Vice President – Student Financial Services
 Associate Director of Enrollment Research
 Assistant Directors
 Senior Assistant Directors
 Sponsor Billing

1.4.6 Vice President for University Advancement

The Vice President for University Advancement is the chief Saint Leo University officer for alumni relations, public relations, and fund raising through various methods. The following report to this officer:

Director Alumni Relations
 Assistant Director Alumni Relations/Event Coordinator
 Alumni Coordinator

Executive Director of Development
 Senior Development Officer
 Annual Fund Assistant Director
 Business Relations Director
 2 Development Officers
 Grant Officer
 Development Coordinator

Director Advancement Services

- Applications Specialist
- Gift Stewardship Specialist
- Database Specialist

Director University Communications

- Communications Manager
- Web Manager
- Staff Writer & Media Coordinator
- Graphic Designer
- Staff Assistant

Executive Assistant

1.5 Saint Leo University Organizational Charts

These charts are shown on the following pages:

Chart 1.5.1 Office of the President

Chart 1.5.2 Vice President, Academic Affairs

Chart 1.5.3 Vice President, Continuing Education and Student Services

- Chart 1.5.3.1 Associate Vice President, Tampa Region Continuing Education

- Chart 1.5.3.1 Assistant Vice President, Student Services

- Chart 1.5.3.2 Assistant Vice President, Central Region Continuing Education

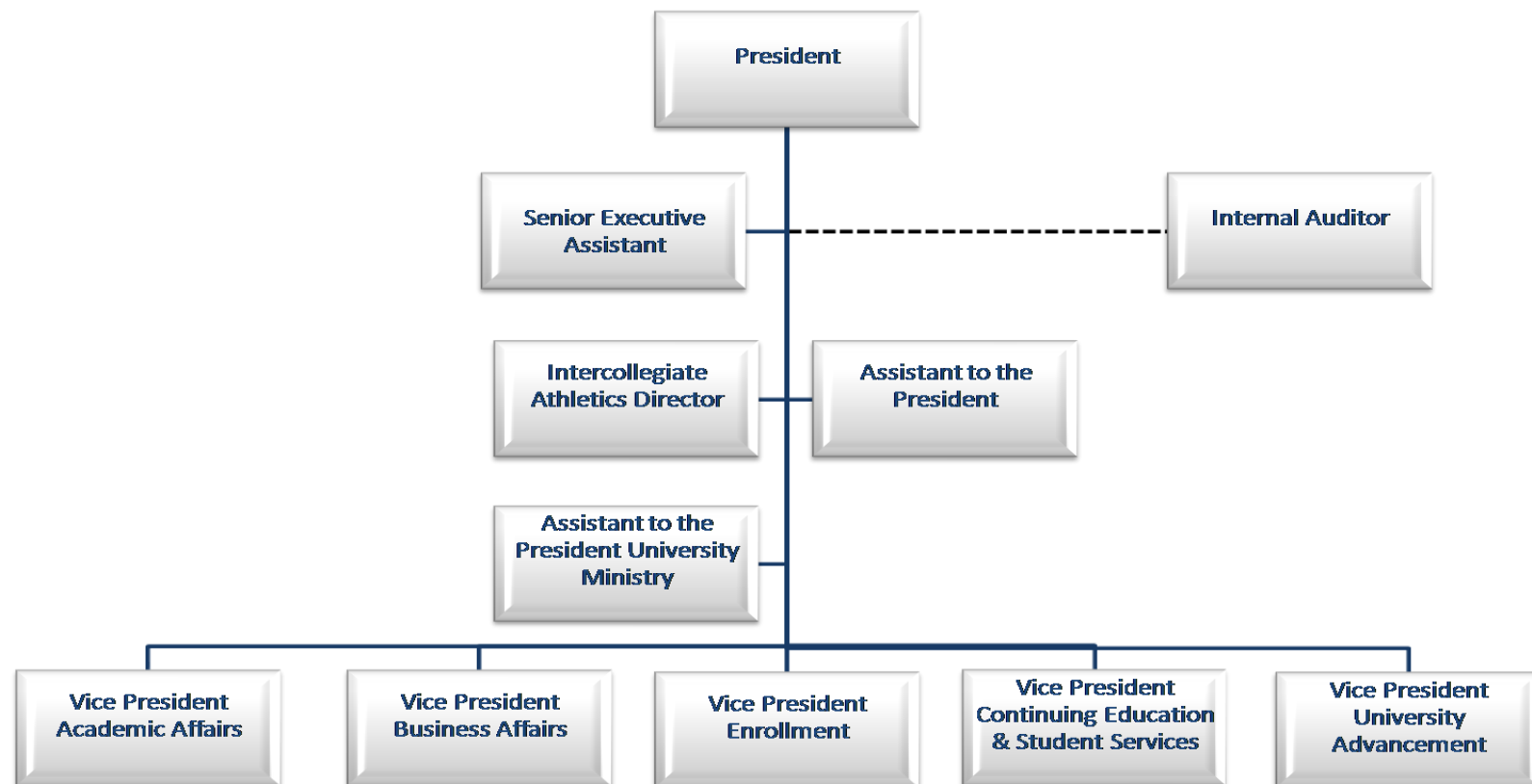
- Chart 1.5.3.3 Assistant Vice President, Florida Region Continuing Education

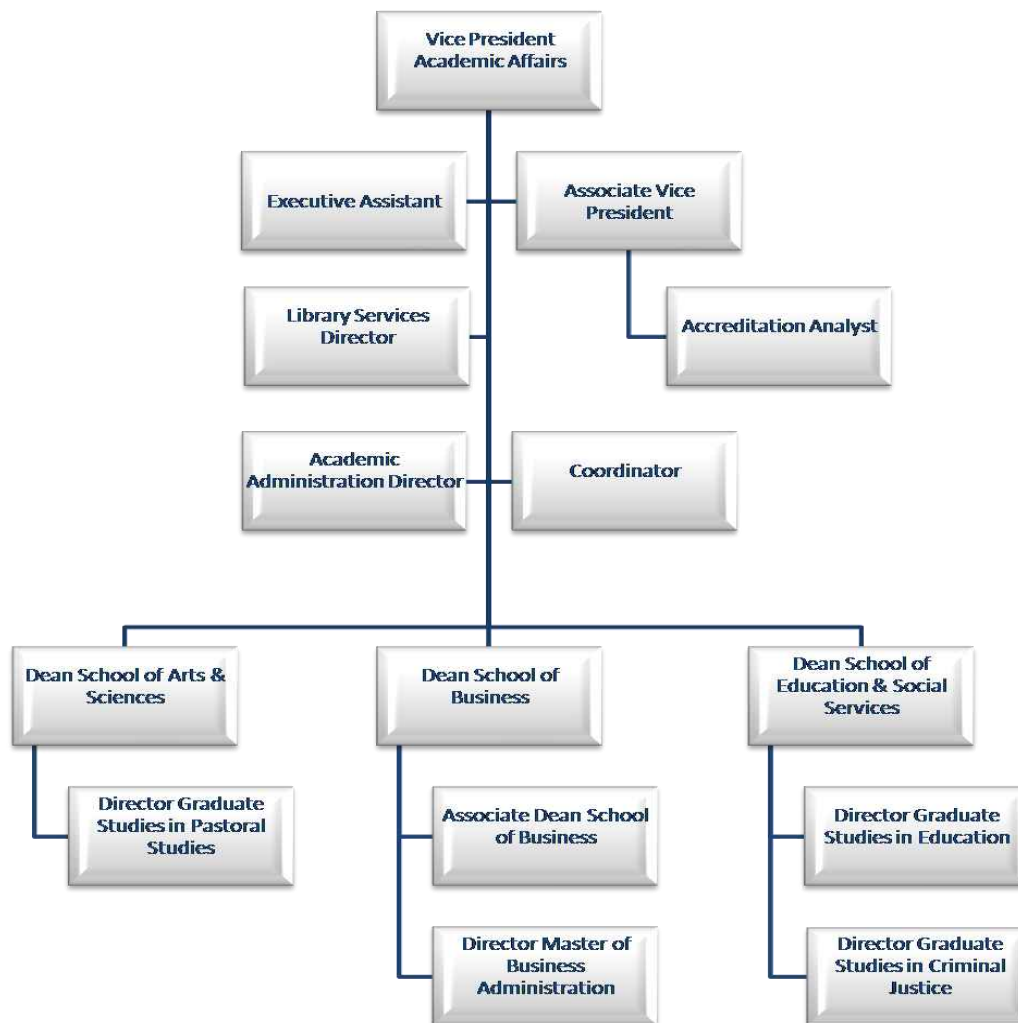
- Chart 1.5.3.4 Assistant Vice President, Virginia Region Continuing Education

Chart 1.5.4 Vice President, Business Affairs

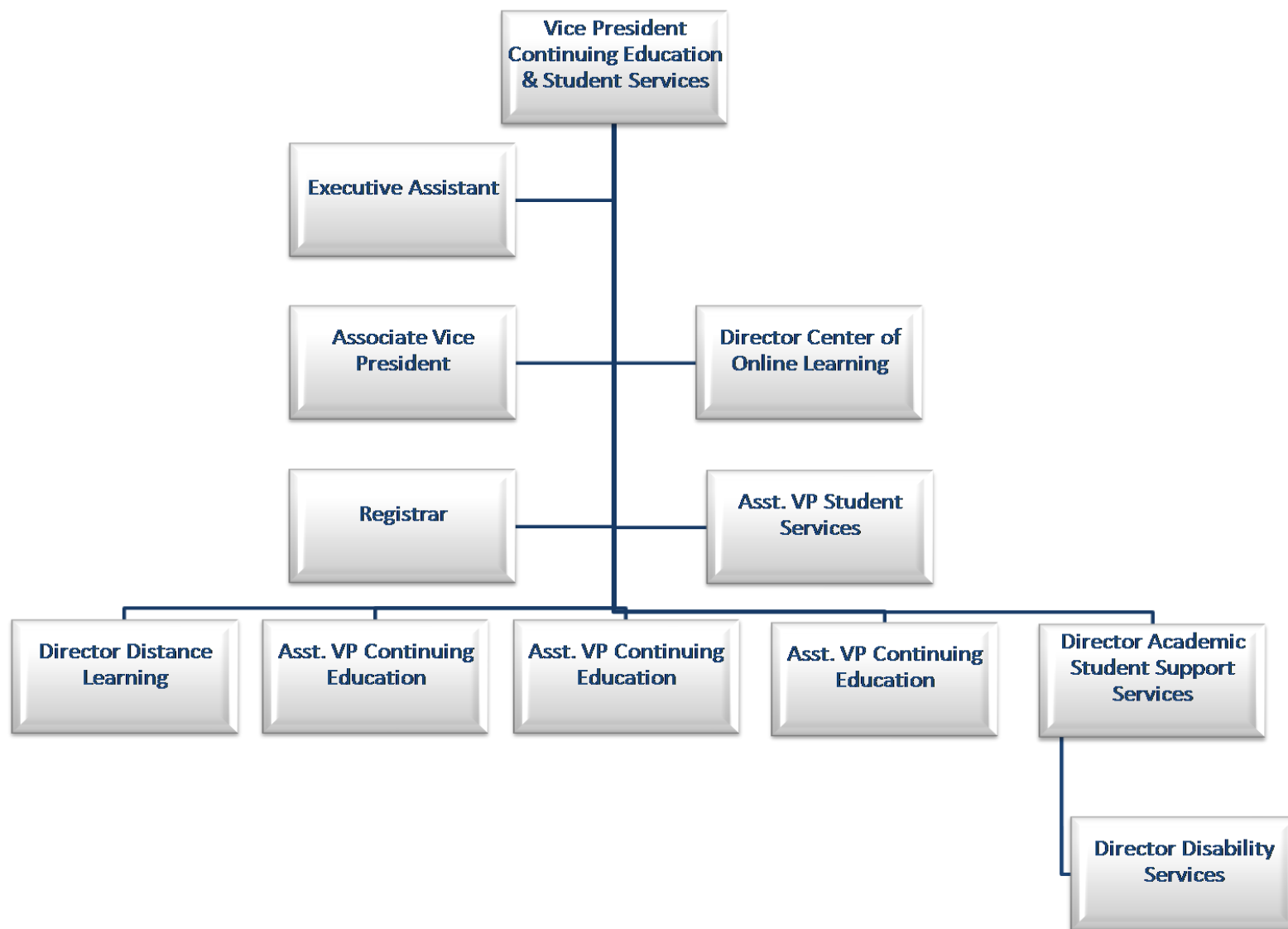
Chart 1.5.5 Vice President, Enrollment

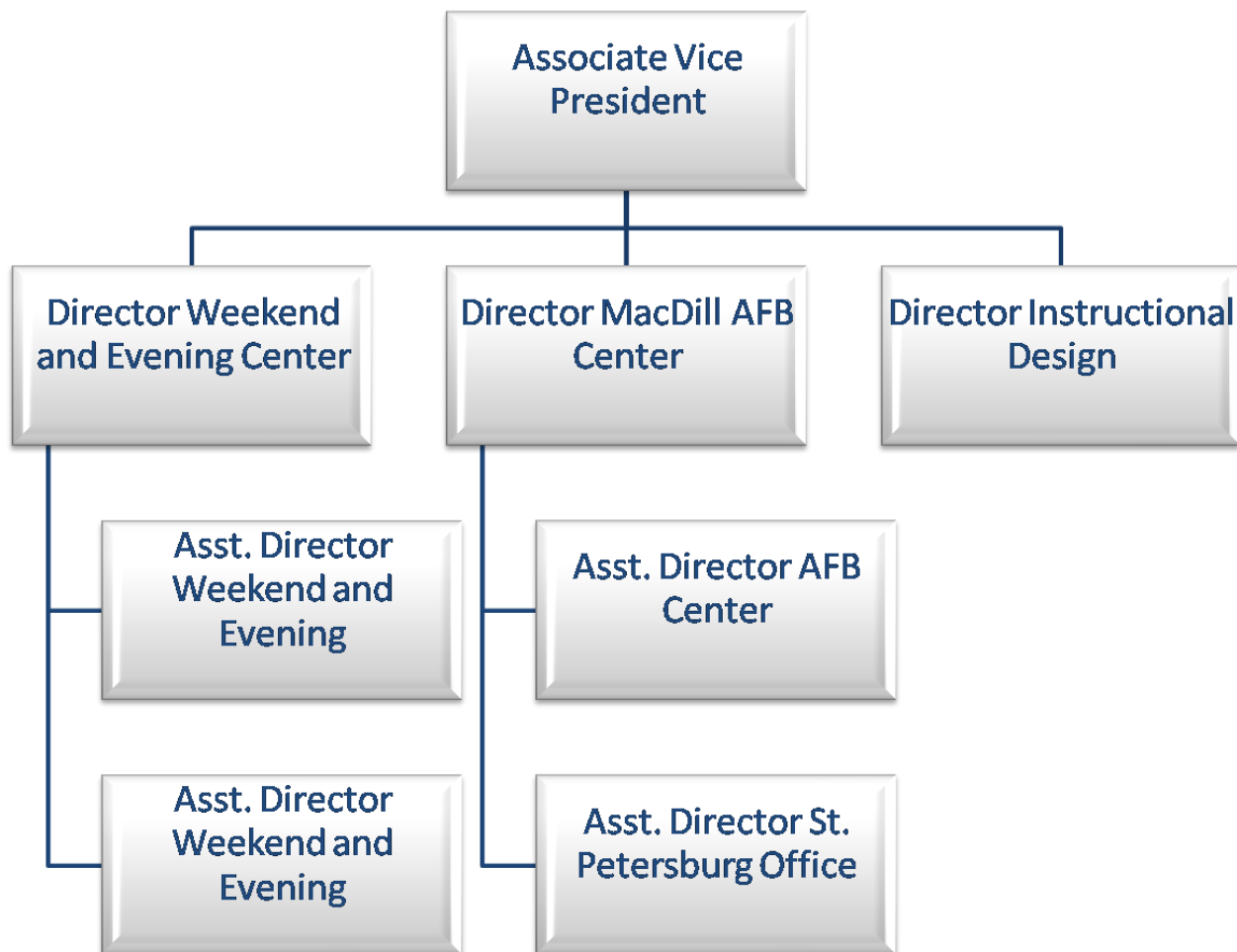
Chart 1.5.6 Vice President, University Advancement

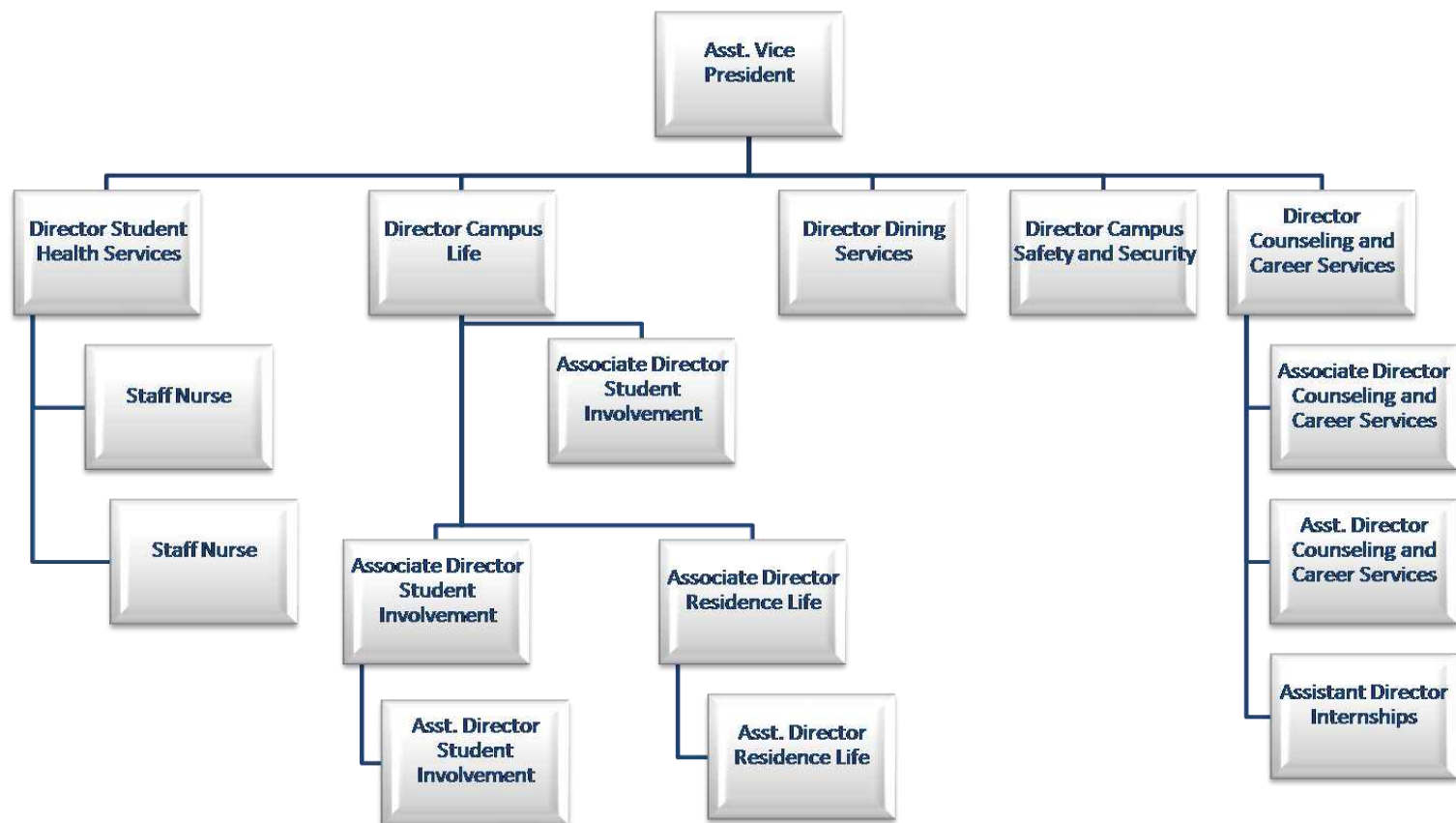
1.5.1 Office of the President

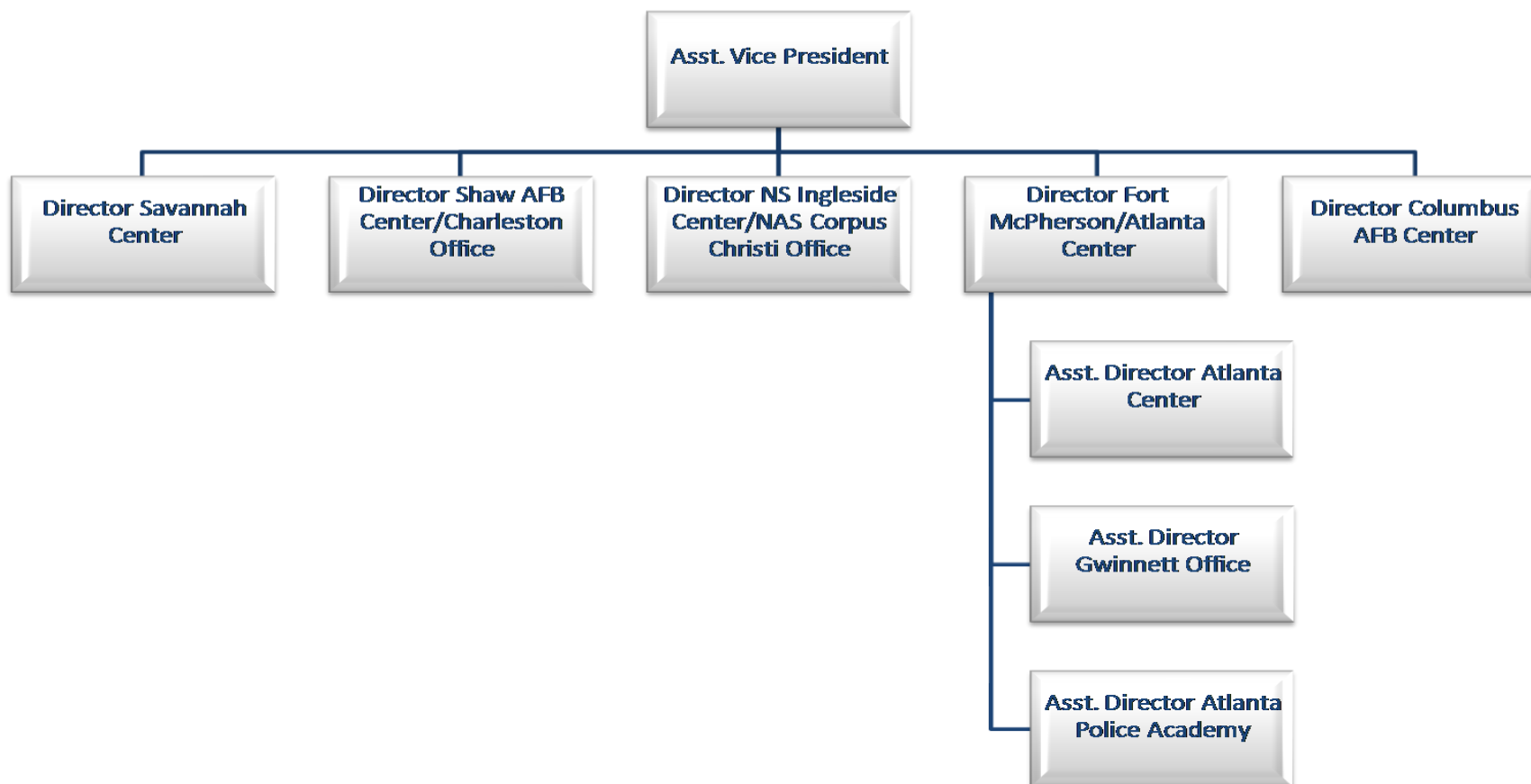
1.5.2 Vice President, Academic Affairs

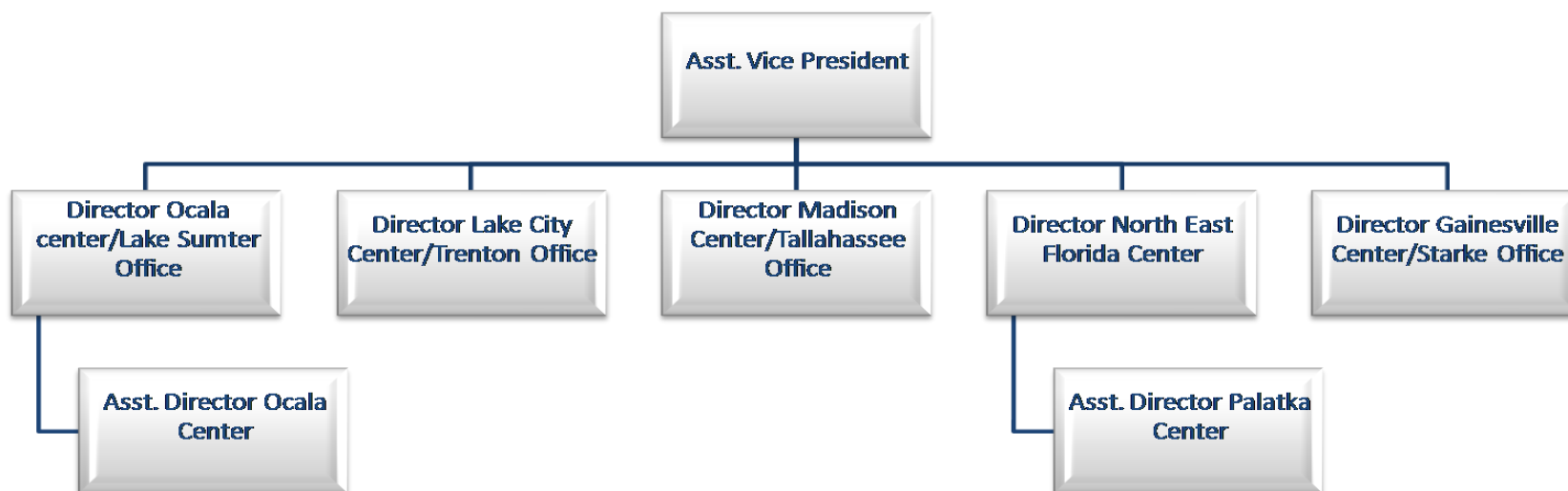
1.5.3 Vice President, Continuing Education and Student Services

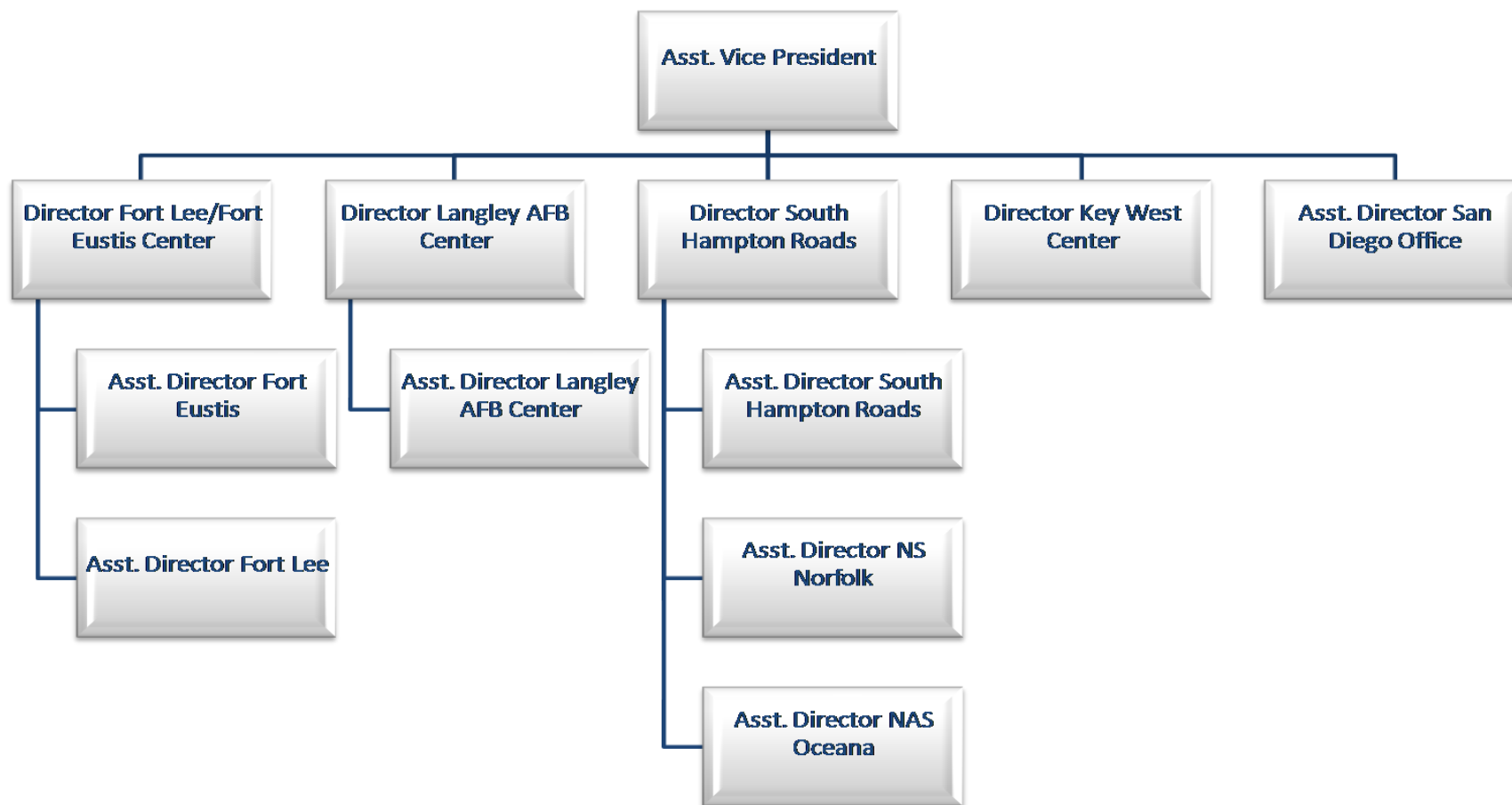


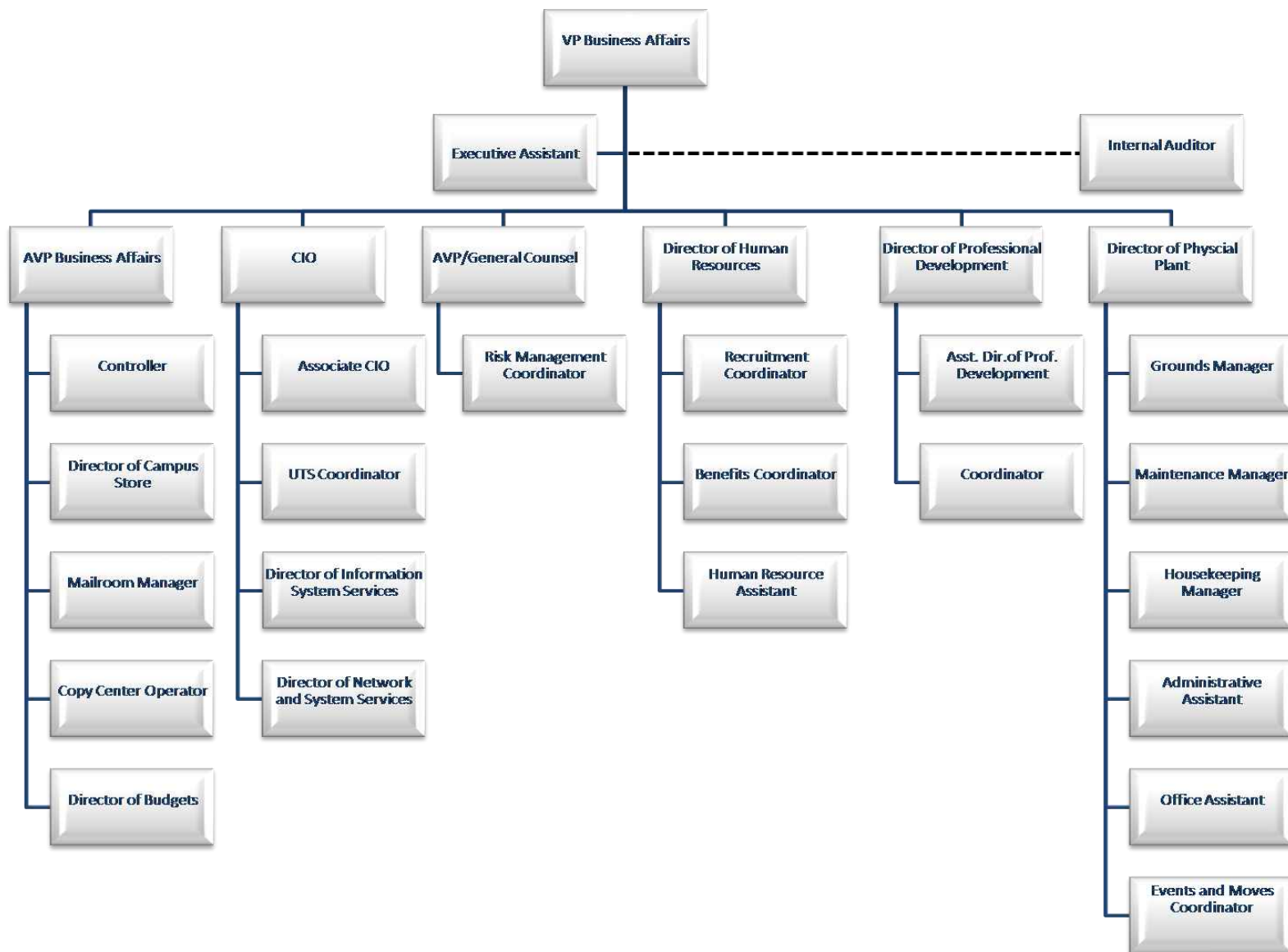
1.5.3.1 Associate Vice President, Tampa Region, Continuing Education

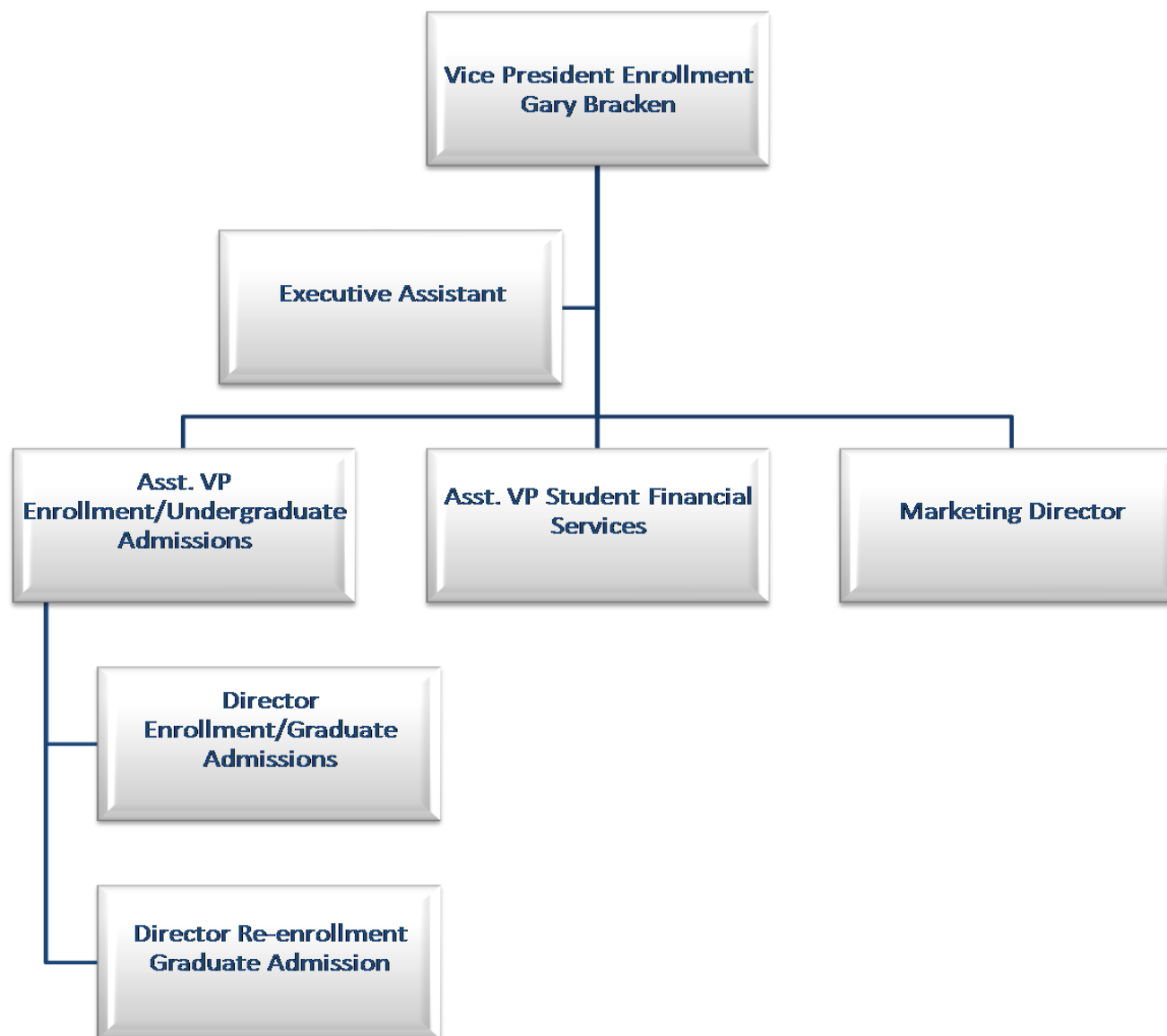
1.5.3.2 Assistant Vice President, Student Services

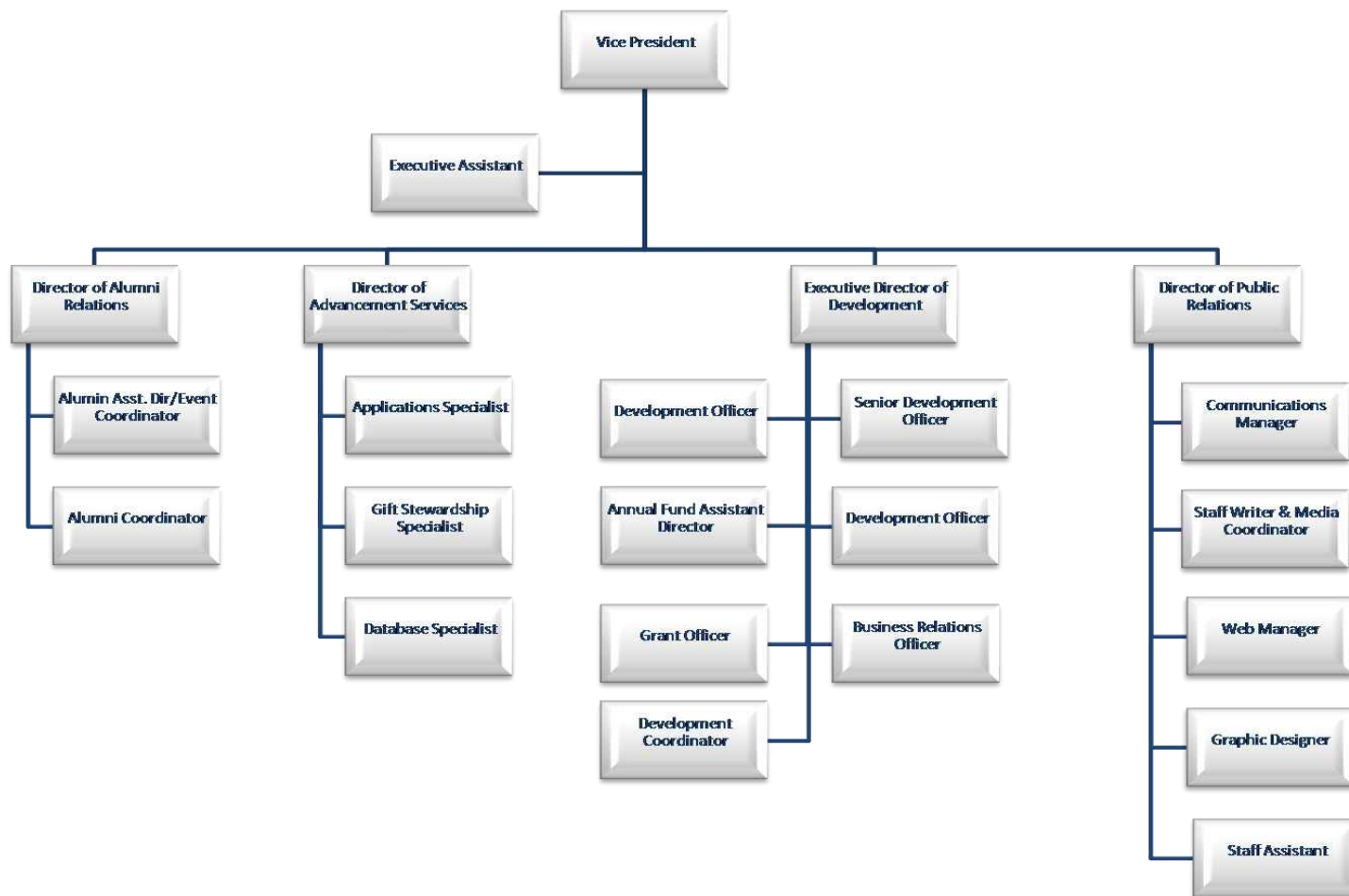
1.5.3.3 Assistant Vice President, Central Region, Continuing Education

1.5.3.4 Assistant Vice President, Florida Region, Continuing Education

1.5.3.5 Assistant Vice President, Virginia Region, Continuing Education

1.5.4 Vice President, Business Affairs

1.5.5 Vice President, Enrollment

1.5.6 Vice President, University Advancement

1.6 Internal Governance of Saint Leo University

1.6.1 Constitution of the Saint Leo University Senate

Preamble

We, the community of Saint Leo University, recognize the importance of the input of all major stakeholders in guiding the University. The University Senate shall be the primary internal governance body as well as the community's primary advisory body to the President of the University and the administrative staff. We also recognize that the full legal authority, responsibility, and accountability for the University's conduct and growth reside with the President of the University and ultimately with the University's Board of Trustees. It is further acknowledged that while authority is granted to the Senate in establishing and outlining the functions and responsibilities of this University Senate and to determine policy over issues of the University, the ultimate promulgation of policy or veto resides with the President of the University. The President of the University shall report, in writing, all reasons for a veto of Senate decisions to the University Senate. Lines of authority are thus established and responsibility for decisions clearly fixed by this Constitution as amplified in the Bylaws.

1.6.1.1 Article I – Name

The name of this organization shall be the University Senate of Saint Leo University.

1.6.1.2 Article II – Charter and Responsibilities of the University Senate

- 2.1 The University Senate is authorized and empowered by the President of the University to coordinate, monitor, and/or establish/recommend policy in the academic, business, and student affairs sector of the University.
 - 2.1.1 The University Senate is to maintain a culture that ensures University stakeholder input in the decision-making process.
 - 2.1.2 The University Senate is to benefit faculty, staff, and students by promoting a collegial environment. In addition, the University Senate shall propose, coordinate, and/or recommend, decisions concerning academic, business, and student affairs changes in the collective interest of all University stakeholders. Overall, this governance system shall promote a positive, efficient, and effective community.
 - 2.1.3 The University Senate shall act within a specified time or default to the next higher level in the decision making process.
 - 2.1.3.1 Senate action is defined as proposing and voting on substantive motions, recommendations from standing committees, and motions from the floor.
 - 2.1.3.2 Committee action is defined as making decisions or recommendations, where mandated by this Constitution or Bylaws, on all issues brought before the committee.
 - 2.1.4 The Senate shall report to the President of the University.

2.2 The University Senate shall have paramount authority in the following areas:

- 2.2.1.1 Standards of admission to the University.
- 2.2.1.2 Requirements for academic degree and non-degree programs, including the evaluation of proposals for new academic programs/curricula and changes in existing academic programs/ curricula.
- 2.2.1.3 Assessment of the quality and effectiveness of all academic programs.
- 2.2.1.4 Planning and development of campus physical facilities.
- 2.2.1.5 Academic organizational structure of the University.
- 2.2.1.6 Evaluation of faculty in the process of their appointment, promotion, salary recommendation, and recommendation for tenure status as determined by the collective agreement between the University and the United Faculty of Saint Leo University/United Faculty of Florida.
- 2.2.1.7 University calendar.
- 2.2.1.8 Standards and policies for educational and academic conduct and practice common to all stakeholders of the University community, including the Academic Honor Code.
- 2.2.1.9 The review of strategic goals, and the planning of spending priorities and budgets to be in line with those goals.
- 2.2.1.10 The mission of the University.
- 2.2.1.11 The review of student affairs, academic support services, and athletic policies that affect student life outside of the classroom.
- 2.2.1.12 The governance of the academic sector of the University.
- 2.2.1.13 The academic content of the University's Catalog.
- 2.2.1.14 The protection of the rights and privileges guaranteed to the stakeholders of the University community as specified by the Bylaws of this Constitution.
- 2.2.1.15 Those matters not previously specified by legislative enactment, which the President of the University shall choose to refer to the University Senate.

1.6.1.3 Article III – Membership of the University Senate

3.1 In order to promote a collegial environment and to ensure University stakeholder participation in the decision-making process, the University Senate shall be composed of the following:

- 3.1.1 Fifty (50) members shall be elected representing the diversity at Saint Leo University. A senator must be elected in a senator's primary position at

Saint Leo University (faculty/ staff, adjunct or contract faculty, full-time faculty, or student.)

- 3.1.1.1 Twenty-five (25) of the fifty (50) members shall be full-time faculty, at least five (5) of whom must be from areas other than University College. Faculty members are defined as those with tenure or in a tenure-track position and who are not acting as full-time administrators.
 - 3.1.1.1.1 At least two shall be elected from each of the following four (4) areas:
 - Arts and Sciences
 - Education and Social Services
 - Business
 - Graduate Studies and Library
- 3.1.1.2 Ten (10) of the fifty (50) members shall be adjunct or contract faculty who are not acting as full-time administrators.
 - 3.1.1.2.1 At least seven (7) of the adjunct or contract faculty shall be from areas other than University College.
- 3.1.1.3 Eight (8) of the fifty (50) members shall be administrators and/or staff.
 - 3.1.1.3.1 At least two (2) of the administrators and/or staff shall be from areas other than University College.
 - 3.1.1.3.2 At least two (2) of the administrators and/or staff shall be from University College.
- 3.1.1.4 Seven (7) of the fifty (50) members shall be students.
 - 3.1.1.4.1 At least four (4) of the students shall be from areas other than University College.
 - 3.1.1.4.2 No more than two (2) students may represent a single class.
- 3.1.2 The University President's Staff shall serve as ex-officio non-voting members of the University Senate.
- 3.1.3 The Academic Deans shall serve as ex-officio non-voting members of the University Senate.
- 3.1.4 The Registrar shall serve as an ex-officio non-voting member of the University Senate.
- 3.1.5 The Athletic Director shall serve as an ex-officio non-voting member of the University Senate.
- 3.1.6 If not elected as a member of the University Senate, the President of the United Faculty of Saint Leo University shall serve as an ex-officio non-voting member of the University Senate.

- 3.1.7 If not elected as a member of the University Senate, the President of the Student Government Union shall serve as an ex-officio non-voting member of the University Senate.
- 3.2 There shall be no limit set as to the number of consecutive terms an individual may be elected to the University Senate. Terms of office shall be as follows:
 - 3.2.1 Full-time faculty Senators shall serve two-year terms with twelve (12) elected in even years and thirteen (13) elected in odd years.
 - 3.2.2 Adjunct or contract faculty shall serve one-year terms. To be qualified for election to the Senate, each adjunct or contract faculty must teach in at least one (1) semester prior to and during a term of office.
 - 3.2.3 Administrators and/or staff shall serve two-year terms with four (4) elected in even years and four (4) elected in odd years.
 - 3.2.4 Students shall serve one-year terms.

1.6.1.4 Article IV – Officers of the University Senate

- 4.1 The officers of the University Senate shall be elected from and by the Senate body by a majority vote in the presence of a quorum and shall include:
 - 4.1.1 President – The President of the University Senate shall perform the duties of the presiding officer of the University Senate, shall prepare the agenda for Senate meetings, and shall serve as a member of the Executive Board.
 - 4.1.2 Vice President – The Vice President of the University Senate shall preside over University Senate meetings in the President’s absence, or when the President of the Senate turns over the office in order to state opinion on a motion, and shall serve on the Executive Board.
 - 4.1.3 Secretary – The Secretary of the University Senate shall be responsible for record keeping, the dissemination of information to Senate committees, the distribution of minutes and reports, maintaining the Senate web site, and shall also serve as recording secretary of the Executive Board.
 - 4.1.4 Parliamentarian – The Parliamentarian of the University Senate shall be elected by the Senate for a two year term in odd numbered years from voting non-student Senators and shall serve in an advisory capacity to the University Senate and, in particular, to the President of the Senate concerning interpretations of the Constitution and Bylaws and on rules of procedure in accordance with Robert’s Rules of Order, latest edition.

1.6.1.5 Article V – The Executive Board and Standing Committees of the University Senate

- 5.1 The Executive Board shall serve as the executive agency of the University Senate. The Executive Board shall be composed of the Chairs of the standing committees, the President of the Senate, the Vice President for Business Affairs (VPBA), the Vice President of Continuing Education and Student Services (VPCESS), and the

Vice President of Academic Affairs (VPAA). The Senate President, or Vice President in the President's absence, shall serve as Chair of the Executive Board.

- 5.2 Most of the business of the University Senate shall be conducted by standing committees. There are nine (9) standing committees in the University Senate system, which report to the Executive Board. These committees are as follows:

- 1) Admissions and Financial Aid Committee
- 2) Undergraduate Academic Standards and Policy Committee
- 3) Undergraduate Program and Curriculum Committee
- 4) Graduate Academic Standards and Program Committee
- 5) Planning Budget and Review Committee
- 6) Assessment, Research, and Planning Committee
- 7) Faculty Promotion and Tenure Committee²
- 8) Collaborative Community Committee
- 9) Technology Advisory Committee

- 5.3 The following principles are common to all University Senate Committees:

- 5.3.1 Each standing committee has decision-making authority in matters brought before them. Decisions are to be consistent with the Mission and goals of Saint Leo University.
- 5.3.2 Except for the Faculty Promotion and Tenure Committee, all committee decisions/recommendations go to the Executive Board for review.
- 5.3.3 All committees shall keep minutes of each meeting and placed on the Senate website. All minutes are to be submitted to the Secretary of the Senate within fourteen (14) days following each meeting.
- 5.3.4 All committees shall respond to issues brought before them within thirty (30) days. Failing to act within this prescribed time period shall result in action being taken automatically to the next higher level. In this governance system the next higher level is the Executive Board.
- 5.3.5 The areas covered in the collective bargaining agreement between the University and the United Faculty of Saint Leo University/United Faculty of Florida are not subject to Senate decision-making.
- 5.3.6 No one eligible to be a voting member of the University Senate shall be required to serve on more than two (2) standing, ad-hoc, or special committees. The University Senate shall count as one (1) committee.

1.6.1.6 Article VI – Meetings of the University Senate

- 6.1 The University Senate shall meet a minimum of (2) times during the regular school year. Those meetings shall take place at the beginning of the academic year (mid-September), at the beginning of the Spring Semester (mid-January), and/or at the

² The Faculty Promotion and Tenure Committee only reports their actions and does not provide personnel details.

end of the Spring Semester (mid-May). Two-thirds of the voting membership shall constitute a quorum.

- 6.2 Meetings shall be conducted according to Robert's Rules of Order, and decisions shall be arrived at by majority vote in the presence of a two-thirds quorum.
- 6.3 Meetings shall be open to all members of the University community, but participation shall be limited to members of the University Senate unless the President of the Senate invites non-members to speak on a particular issue.
- 6.4 The Executive Board may convene a special session of the University Senate when necessary. The Executive Board shall convene a special session of the University Senate if the President of the Senate requests it, or when presented with a petition signed by 25% of the University Senate members.
- 6.5 The President of the Senate shall prepare the agenda for University Senate meetings. Any member, group, or organization of the University community may submit items for placement on the agenda in writing to the University Senate office. Items must be received at least two (2) weeks in advance of the next Senate meeting to be considered for inclusion to the agenda.
- 6.6 The University Senate may adopt Bylaws governing the conduct of the University Senate business upon approval of a majority vote of the University Senate when a two-thirds quorum of the Senate is present.

1.6.1.7 Article VII – Amendments to the University Senate Constitution

- 7.1 Amendments to this Constitution may be proposed by a majority of the membership of the University Senate.
- 7.2 Ratification of properly proposed amendments shall be by majority vote of the University Senate when a two-thirds quorum of the Senate is present.

1.6.1.8 Article VIII – Adoption of the University Senate Constitution

- 8.1 This Constitution shall become effective upon approval by majority vote of the University Senate when a two-thirds quorum of the Senate is present, and upon approval by the President of the University.

1.6.2 Bylaws of the University Senate

1.6.2.1 Senate and Committee Staffing

1. ELECTION OF SENATORS:

ELECTION CALENDAR

January 15 – February 15

Nominations for open positions solicited through a website. The web address of that website will be e-mailed to the SLU community on January 15.

March 1 – March 15	Online Balloting. This will be done anonymously through websites. E-mail will be sent with the appropriate web addresses on or before March 1.
March 20	Election results announced to the SLU community via e-mail.
March 30	Deadline for elected Senators to express preference for committee service.
April 1 – April 15	At large nominations for available committee slots.

NOMINATIONS: There will be four separate nominating forms: Fulltime Faculty, Adjunct Faculty, Administrators & Staff, and Students. Each form will have a unique, randomly chosen web address. The web address will be e-mailed to all members of the applicable group on or before January 15. On or near February 16, the Senate Vice President and Senate Secretary will collect the nominations and construct election ballots. This process is to be certified ‘volunteers’ are encouraged to submit their names in nomination.

BALLOTING: There will be four separate ballots: Fulltime Faculty, Adjunct Faculty, Administrators and Staff, and Students. Each ballot will have a unique, randomly chosen web address. The web address will be e-mailed to all members of the applicable group on or before March 1. To insure that the minimum composition requirements are met, the ballots will be broken into specific sub-groups (e.g. “off-campus faculty”). Positions not designated for sub-groups will be labeled “at large.” In a sub-group, those receiving the most votes are elected to represent that sub-group. The other candidates in that sub-group, with their votes, will then be considered as a part of the “at large” group as the vote count proceeds. Thus, a candidate not receiving enough votes to win their sub-group might still be elected “at large.” On or near March 16, the Senate Vice President and Senate Secretary will collect the ballots and count the votes. This process is to be certified by the Senate President. Results will be e-mailed to the SLU community on or before March 20.

2. **STAFFING OF COMMITTEES:** After the announcement of election results on March 20, newly elected Senators have 10 days in which to express a preference for committee service. That preference is expressed by sending an e-mail to the Secretary of the Senate. On or near March 31, the Senate VP and Senate Secretary, under the supervision of the Senate President, will assign new Senators to committees. The following procedure is to be used for all committees except the Promotion and Tenure Committee:
 - (1) If an elected Senator’s request matches an open committee slot, that request is to be honored.
 - (2) If there are more requests than available slots, the selection is to be made at random from a list of those requesting the slot. An example of a “random” selection would be the blindfolded drawing of names from a hat.
 - (3) The remaining Senators will be assigned by random drawing. For example, an open slot is selected. A name is drawn from a hat. If the name matches the criteria for the open slot, the selection has been made. Otherwise, names are drawn until the drawn name matches the slot requirements. Unassigned names are placed back in the hat and the process repeats until all new Senators have committee assignments. Service on committees is NOT restricted to elected Senators. Once all newly elected Senators have

been assigned to a committee, any remaining committee slots will be filled by non-Senators. That process shall go as follows:

- (a) On April 1 a nominating ballot will be posted for all open committee slots. The URL for the nominating ballot will be e-mailed to the entire SLU community.
- (b) On or near April 16, the Senate Vice President and Senate Secretary, under the supervision of the Senate President, will collect the nominations. The remaining committee slots are to be staffed by random drawing (using the process specified above) from the nominations received.

If, after completion of the above process, committee slots remain unfilled, the President of the Senate shall solicit nominations from the floor of the Senate in the May meeting. The Senate President must fill the remaining committee slots on or before August 30. If the Senate President fails to do so, the Vice President of Academic Affairs will assume that responsibility and must complete the task on or before September 15.

3. ATTENDANCE:

- (1) **CONDITIONS OF CONTINUED MEMBERSHIP:** Senators shall give notification if they are to miss a scheduled meeting of the University Senate, or a Senate committee on which they serve. A Senator shall be *excused* from a University Senate meeting if they have notified the Secretary of the Senate at least 24 hours in advance of the scheduled meeting. A Senator shall be *excused* from a Senate Committee meeting if they notified the Chair of that committee at least 24 hours in advance of the scheduled meeting. Senators are **automatically** *excused* from meetings if notification has been given to the appropriate party. No justification is required. A Senator's *unexcused* absence from a meeting of the Senate, or a Senate committee, shall be recorded as such in the official minutes of that meeting. A notice of less than 24 hours can be approved by the Senate Executive Board.

- (2) **GROUND FOR DISMISSAL:** A Senator is allowed 1 *unexcused* absence from University Senate meetings during a term of service. The Secretary of the Senate shall notify the Executive Board upon occurrence of the 2nd *unexcused* absence. By majority vote, the Executive Board may then expel the Senator from the University Senate.

A Senator is allowed 2 unexcused absences from Senate Committee meetings during a term of service. The Committee chair, or the Secretary of the Senate, shall notify the Executive Board upon occurrence of the 3rd *unexcused* absence. By majority vote, the Executive Board may then expel the Senator from the University Senate.

- (3) **REPLACING AN EXPELLED SENATOR:** The Senate President, Vice President, and Secretary, acting as elected officers of the Senate, shall identify a suitable replacement for the expelled Senator. The replacement must preserve the composition and balance of the Senate, as specified elsewhere in the Senate Constitution and By-laws. The replacement, once approved by a majority vote of the Executive Board, shall serve out the remainder of the expelled Senator's term.

- 4. **ACCOUNTABILITY:** The Senate Vice President is responsible for seeing that elections are conducted in accordance with the timeframes and procedures stated in this election code.

1.6.2.2 Officers of the University Senate

1. Officers shall be elected for two-year terms at the last meeting of the University Senate in the spring. In elections for Senate officers, if there are more than two (2) nominees for an office and no nominee receives a majority, the nominee who has received the fewest votes shall be dropped from the ballot and another vote taken on the remaining candidates and so on until one has a majority.
2. Officers shall remain in office until the start of the fall semester.
3. The President:
 - a. The President of the Senate shall be the chief liaison officer between the University Senate and the University administration.
 - b. The President of the Senate shall be elected from the full-time faculty Senators.
 - c. The President of the Senate shall be the responsible budgeting and accounting officer of the University Senate.
 - d. The President of the Senate shall receive one (1) course reassignment (one (1) quarter of a full workload) in each semester during the term of office.
 - e. The President of the Senate shall serve no more than two (2) consecutive terms of office.
4. The Vice President:
 - a. The Vice President of the Senate shall be elected from the full-time faculty Senators.
5. The Secretary:
 - a. If the Secretary of the Senate is a full-time faculty Senator, the Secretary shall receive one (1) course reassignment (one (1) quarter of a full workload) for each semester during the term of office.
 - b. If the Secretary of the Senate is not a full-time faculty Senator, the Secretary's supervisor must readjust the Secretary's workload to allow for ten (10) hours (one (1) quarter of a full, forty (40) hour workload) to be spent on Senate business.
 - c. The Secretary shall disseminate information to Senate committees, distribute minutes and reports, and post appropriate information on the Senate web site within ten (10) days after they have been submitted to the University Senate office.

1.6.2.3 The Executive Board

1. The Executive Board is to monitor the process and workings of each standing committee of the University Senate. The Executive Board shall serve as the oversight committee for conducting business of the Senate between Senate meetings, and for issues relating to day-to-day policy.
2. As committees of the University Senate make decisions or recommendations for changes, or have questions about whether or not an issue requires broader consultations within the community, their decisions, recommendations, and suggestions are made to this Board. The Executive Board shall place a thirty (30) day due date on all actions of all committees. The Board may grant, upon written committee request, a thirty (30) day extension.

3. If the Executive Board fails to act on an issue brought before it by a Senate committee within thirty (30) days, the President of the University shall make the decision.
4. The Executive Board is chaired by the President of the Senate, or the Vice President of the Senate in the President's absence.
5. Members of the Executive Board shall include the chairs of the nine University Senate standing committees, the Vice President of the Senate, the Secretary of the Senate, and the President of the Senate. The Vice President of Business Administration, the Vice President for Continuing Education and Student Services, and the Vice President of Academic Affairs shall be non-voting members of this committee.
6. Meetings are to be held every month, and on an as needed basis. Minutes shall be recorded by the Secretary of the University Senate, shall be posted on the University website, and shall be reported to the Senate at each of the Senate meetings. Minutes shall consist of a statement of subjects covered and conclusions, if any, reached. There shall be no information included that would identify the vote or remarks of any individual member or group of members, unless agreed to by the member or members and by the Board.
7. As the executive agency for the University Senate, the Executive Board shall decide whether proposals brought forth from the standing committees require further consideration by the same or a different Senate committee, by the Senate as a whole, or is to be sent on as a recommendation to the President of the University.
 - a. Recommendations to introduce new undergraduate or graduate programs shall be brought before the University Senate for a majority vote in the presence of a two-thirds quorum of the Senate.
 - b. Budgetary recommendations decided by the Planning Budget and Review Committee shall be brought before the University Senate for a majority vote in the presence of a two-thirds quorum of the Senate.
 - c. Recommendations concerning proposals to change the strategic planning initiatives brought forth by the Planning Budget and Review Committee shall be brought before the University Senate for a majority vote in the presence of a two-thirds quorum of the Senate.
 - d. Recommendations concerning proposals to change the mission of the University or the governance of the University shall be brought before the University Senate for a majority vote in the presence of a two-thirds quorum of the Senate.
 - e. The Executive Board may place a discussion item on the Senate agenda (under New Business) at its own initiative, at the request of a standing committee, or at the request of six (6) Senate members. A brief written statement of the topic and its current relevance shall be distributed to Senate members at or in advance of the meeting. The group requesting the discussion shall designate a spokesperson, and the spokesperson shall be recognized by the President of the Senate to open the discussion. The only permissible Senate actions on a discussion item at that meeting are to: 1) postpone it to, or continue it at a subsequent meeting; 2) terminate the discussion; or 3) refer the subject matter to committee.
 - f. The Executive Board of the University Senate shall review proposed changes in the University's mission, governance structure, policies, systems, and/or procedures and act

upon proposed changes in accordance with the University Senate Constitution and Bylaws.

8. The Executive Board makes decisions by a majority vote when a two-thirds quorum of the Board exists.
9. The Executive Board reports to the University Senate and the President of the University.
10. At least once every three years, the Executive Board will constitute an ad hoc group to review the Constitution and Bylaws.

1.6.2.4 The Standing Committees

1.6.2.4.1 Admissions and Financial Aid Committee

- a. The Admissions and Financial Aid committee shall review existing policy and/or propose new policies concerning graduate and undergraduate admissions and financial aid standards and/or practices throughout Saint Leo University.
- b. This committee shall ensure that the composition of the student body selected by the Admissions office is consistent with the Mission of Saint Leo University by meeting regularly to review the admissions policies of the University and making recommendations for changes as deemed necessary and appropriate.
- c. The Admissions and Financial Aid committee shall not review applications nor do the work of the Admissions office.

The Admissions and Financial Aid committee shall be composed of three (3) full-time faculty, two (2) administrator/staff, and one (1) student Senators. At least two (2) members must come from areas other than University College. Faculty and administrator/staff members will be appointed for staggered two years terms. One (1) Student Senator will be appointed for a one year term, thus facilitating committee continuity.

- d. The Vice President of Enrollment shall serve as an *ex-officio* non-voting member of this committee.
- e. The President of the University following committee elections shall appoint the Chair of the Admissions and Financial Aid committee.
- f. Meetings shall be held monthly, or as called by the committee Chair.
- g. Minutes shall consist of a statement of subjects covered and conclusions, if any, reached. No information included shall identify the vote or remarks of any individual member or group of members, unless agreed to by the member or members and by the committee.
- h. The Admissions and Financial Aid committee shall annually review current admissions and financial aid standards and/or policies to ensure that they are consistent with the Mission of Saint Leo University. Matters concerning admissions and financial aid standards and/or policies can be brought before the committee by submitting them to the Secretary of the Senate. The Secretary of the Senate shall then submit them to the committee Chair and to the President of the Senate. Any issues related to admissions

and financial aid standards and/or policies must be dealt with in the allotted thirty (30) day time period.

- i. If this committee fails to act within the thirty (30) days, the Executive Board shall make the decision.
- j. The Admissions and Financial Aid committee shall make recommendations for standards and/or policy changes to the Executive Board.
- k. Recommendations made by the Admissions and Financial Aid committee are those decided by a majority vote in the presence of at least a two-thirds quorum of the committee.
- l. The Admissions and Financial Aid committee reports to the Executive Board. On or before May 15th, the Chair of the committee shall present a brief, written report to the Executive Board. The report shall state the criteria selected by the committee for the evaluation of admissions and financial aid policies and summarize any conclusions reached and/or actions taken by the committee.

1.6.2.4.2 Undergraduate Academic Standards and Policy Committee

- a. The Undergraduate Academic Standards and Policy committee shall establish and/or review all undergraduate academic standards and policies, and shall review all cases related to undergraduate academic honesty.
- b. Any issues relating to academic standards and/or policies must be submitted to this committee for consideration within the allotted thirty (30) day time period.
- c. If this committee fails to act within the thirty (30) days, the Executive Board shall make the decision.
- d. This committee shall be chaired by a faculty Senator appointed by the President of the University Senate.
- e. This committee shall be composed of four (4) faculty members, the appointed Chair, the Student Government Union Judicial Chair, and the Registrar. At least one (1) faculty member shall represent each of the three (3) academic Schools and shall be named by the appropriate academic Dean before the first Senate meeting of the fall semester. At least one (1) faculty member shall come from the School of Continuing Education and shall be named by the Director of Continuing Education before the first Senate meeting of the fall semester. It is preferred that the faculty members be members of the University Senate. Faculty members serve two-year terms with at least one (1) new faculty member appointed each year. Faculty may not serve for more than two (2) consecutive terms.
- f. The Chair of this committee shall call all meetings.
- g. Minutes shall consist of a statement of subjects covered and conclusions, if any, reached. No information included shall identify the vote or remarks of any individual member or group of members, unless agreed to by the member or members and by the committee.
- h. Matters concerning academic standards and policy brought before this committee shall be submitted to the Secretary of the Senate who shall submit them to the committee

Chair and to the President of the Senate. The committee shall then meet and discuss the issue and develop recommendations. The committee Chair shall carry these recommendations to the Executive Board. Matters concerning academic honesty shall be brought to the committee chair directly, who is then to conduct a hearing in a timely fashion. Decisions concerning academic honesty are to be confidential and are to be dealt with within the committee itself according to the guidelines set forth in the Catalog. A student who wishes to appeal the decision of the committee may do so in writing to the Vice President of Academic Affairs as outlined in Volume V and the Catalog.

- i. The Undergraduate Academic Standards and Policy committee shall develop recommendations concerning academic standards and policies, and decisions concerning academic honesty.
- j. Recommendations and decisions concerning academic standards and/or policy are those decided by a majority vote in the presence of at least a two-thirds quorum of the committee.
- k. For matters concerning academic standards and/or policies, this committee reports to the Executive Board. For matters concerning academic honesty, this committee reports to the Vice President of Academic Affairs.

1.6.2.4.3 Undergraduate Program and Curriculum Committee

- a. The Undergraduate Program and Curriculum committee reviews proposals for changes in and additions to academic programs and curriculum.
- b. All proposals related to changes in and/or additions to academic programs and curriculum must be reviewed, discussed, sent to the proposer for changes, and amended within the allotted thirty (30) day time period. Approved programs and curriculum must be consistent with the Mission, goals, and values of Saint Leo University.
- c. If this committee fails to act on any proposal within thirty (30) days, the Executive Board shall make the decision.
- d. A full-time tenured faculty Senator shall chair this committee. The Chair-Elect shall be elected by a majority vote of the Undergraduate Program and Curriculum committee in the presence of a two-thirds quorum of the committee. The Chair-Elect shall be elected from the committee members serving the first year of their term. The Chair-Elect serves a two year term, the first year as Chair-Elect and the second year as the Chair of the Undergraduate Program and Curriculum Committee.
- e. This committee shall be composed of four (4) full-time faculty, one (1) adjunct/contract faculty, one (1) library faculty member, one (1) member of the admissions staff, and one (1) member of the Vice President of Business Affairs's staff. The Vice President of Academic Affairs, the Vice President for Continuing Education and Student Services, and Registrar shall be standing, *ex-officio*, non-voting members of this committee. The Business Affairs appointee and Admissions and Financial Aid appointee shall be non-voting members. The Senate members of this committee shall be elected by the Senate in the first University Senate meeting of the fall semester. The full-time faculty representatives shall include one (1) from the School of Continuing Education, one (1) from the School of Business, one (1) from the School of Education and Social Services,

and one (1) from the School of Arts and Sciences. Faculty shall serve two-year terms with two (2) faculty members elected each year. The adjunct/contract and student members shall serve one-year terms. The library faculty member shall be appointed by the Director of Library Services and shall serve a two-year term. The admissions staff member shall be appointed by the Vice President of Enrollment and shall serve a two-year term. The finance member shall be appointed by the Vice President for Business Affairs and shall serve a two-year term. Each elected or appointed committee member may serve for no more than two (2) consecutive terms.

- f. This committee meets bi-weekly or as called by the Chair of the committee.
- g. Minutes shall consist of a statement of subjects covered and conclusions, if any, reached. No information shall identify the vote or remarks of any individual member or group of members, unless agreed to by the member or members and by the committee.
- h. Matters concerning programs and/or curricula shall be brought before this committee by full-time tenured or tenure-track faculty members and shall be submitted to the Secretary of the Senate after the appropriate School Dean has reviewed and commented on, in writing, the proposal. The Dean has fourteen (14) days to review and submit comments on a proposal or shall forfeit the right to submit comments. The Dean's review shall not alter the proposal unless the alterations are approved by the proposer(s). This includes any proposed Catalog changes affecting academic programs and curricular offerings that include, but is not limited to, course titles, credit hours, prerequisites, and course content. If the proposer is a member of the Undergraduate Program and Curriculum Committee, the proposer must be recused from voting on the submitted proposal. Guidelines for submission of proposals can be found on the University website. The Secretary of the Senate shall then submit them to the committee Chair and to the President of the Senate, and shall post them on the University website. All University stakeholders shall have fourteen (14) days to submit comments on all matters put before this committee. The committee shall then meet and discuss the issue and develop recommendations within thirty (30) days. Recommendations for new degree and non-degree programs can be forwarded to the Executive Board without approval of all necessary curricular changes. Approval of a new program does not guarantee the approval of individual curricular proposals that shall need to be made following program approval. No new individual course included in the approved program may be offered to students without approval from this committee and the Executive Board. The committee Chair shall carry any recommendations to the Executive Board.
- i. Recommendations concerning programs and curricula shall be decided by a majority vote of the committee in the presence of a two-thirds quorum of the Undergraduate Program and Curriculum Committee.
- j. This committee reports to the Executive Board of the University Senate.

1.6.2.4.4 Graduate Academic Standards and Program Committee

- a. The Graduate Academic Standards and Program Committee shall review proposals for changes in and additions to graduate academic standards, policies, programs, and curriculum. This committee shall also review all cases related to academic honesty.

- b. Any issues relating to academic standards and policies must be submitted to this committee for consideration within the allotted thirty (30) day time period. All proposals related to changes in and/or additions to academic programs and curriculum must be reviewed, discussed, sent to the proposer for changes, and amended within the allotted thirty (30) day time period. Approved proposals and curriculum must be consistent with the Mission, goals, and values of Saint Leo University.
- c. If this committee fails to act on an issue within thirty (30) days, the Executive Board shall make the decision.
- d. A full-time tenured faculty member who teaches in a graduate program shall chair this committee. The Chair shall be elected by a majority vote of the Graduate Academic Standards and Program committee in the presence of a two-thirds quorum of the committee.
- e. This committee shall be made up of two (2) full-time faculty and two (2) adjunct/contract faculty all of whom teach graduate courses, two (2) graduate students, and two (2) Directors of Graduate Programs. The Registrar shall serve as a standing, *ex-officio*, non-voting member. The Vice President of Academic Affairs shall appoint all faculty members and directors to this committee prior to the first meeting of the University Senate in the fall semester. The Vice President of Academic Affairs shall give preference to faculty who are Senate members. Students interested in serving on this committee are to submit a letter of interest to the President of the Senate by the last day of classes in the spring semester. The President of the Senate shall appoint the students to this committee.
- f. The Chair of this committee shall call all meetings.
- g. Minutes shall consist of a statement of subjects covered and conclusions, if any, reached. No information shall be included that would identify the vote or remarks of any individual member or group of members, unless agreed to by the member or members and by the committee.
- h. Matters concerning graduate academic standards, policies, programs, and curricula shall be brought before this committee and shall be submitted by full-time tenured, tenure-track, or adjunct/contract faculty who teach in one of the graduate programs to the Secretary of the Senate after the appropriate Graduate Program Director has reviewed and commented on, in writing, the proposal. The Director has fourteen (14) days to review and submit comments on a proposal or shall forfeit the right to submit comments. The Director's review shall not alter the proposal unless the alterations are approved by the proposer(s). This includes any proposed Catalog changes affecting academic programs and curricular offerings that include, but is not limited to, course titles, credit hours, prerequisites, and course content. If the proposer is a member of the Graduate Academic Standards and Program Committee, the proposer must be recused from voting on the proposal. Guidelines for submission of proposals can be found on the University website. The Secretary of the Senate shall then submit them to the committee Chair and to the President of the Senate, and shall post them on the University website. All University stakeholders shall have fourteen (14) days to submit comments on all matters put before this committee. The committee shall then meet and discuss the issue and develop recommendations within thirty (30) days. Recommendations for new degree and non-degree programs can be forwarded to the

Executive Board without approval of any necessary curricular changes. Approval of a new program does not guarantee the approval of individual curricular proposals that shall need to be made following program approval. No new individual course included in the approved program may be offered to students without approval from this committee and the Executive Board.

- i. Matters concerning academic honesty shall be brought to the committee Chair directly, who is then to conduct a hearing in a timely fashion. The committee shall use the guidelines on academic honesty set forth in Volume V and the Catalog. Decisions concerning academic honesty are to be confidential, and are to be dealt with within the committee itself. A student who wishes to appeal the decision of the committee may do so in writing to the Vice President of Academic Affairs as outlined in the Volume V and the Catalog.
- j. The recommendations made by this committee are to be decided by a majority vote in the presence of a two-thirds quorum of the committee.
- k. For matters concerning academic standards, policies, programs, and curricula, this committee reports to the Executive Board. For matters concerning academic honesty, this committee reports to the Vice President of Academic Affairs.

1.6.2.4.5 Planning Budget and Review Committee

- a. The Planning Budget and Review Committee reviews the long term strategic goals of the University, plans budgets and spending priorities each year, and assesses the impact of budget choices on the long term strategic goals.
- b. This committee shall review multi-year strategic plans and annual budgets including both income and expense assumptions, and shall send decisions to the Executive Board as soon as possible.
- c. The Planning Budget and Review Committee is expected to provide the University Senate with a coordinated budget for the next academic year as soon as possible. This committee reviews important proposals to change the strategic planning initiatives and monitors progress towards meeting the goals of the University's strategic planning efforts.
- d. The President of the University shall consult with the Planning Budget and Review Committee before making decisions on major budget and fiscal matters, particularly where the University has authority to determine or approve financial priorities, allocations of funds, and amounts of expenditures. Among the matters subject to consultation are the proposed University annual budget; the allocations of funds to Schools and Graduate Programs; any substantial changes, based on fiscal necessity, in enrollment, student-faculty ratio or faculty staffing or workload; and major budgetary and fiscal problems arising from federal and state legislative or administrative action which may require significant changes in University activities, programs, or procedures.
- e. The Chair of this committee shall be elected from the voting members of this committee by a majority vote in the presence of a two-thirds quorum.
- f. The Planning Budget and Review Committee shall be composed of three (3) full-time faculty, three (3) administrators/staff, and one (1) student. At least two (2) of the

committee members must be from areas other than University College. Members are on a staggered term basis with one (1) new faculty representative elected each year and one (1) new administrator/staff representative elected each year. Faculty and administrator/staff representatives shall serve three-year terms. The student representative shall serve a one-year term. Both faculty and administrator/staff representatives may serve no more than two (2) successive terms. The VPBA shall serve as an *ex-officio* non-voting member of this committee.

- g. The Chair of this committee shall call all meetings. The first meeting of each year shall be called before October 15th.
- h. Minutes shall consist of a statement of subjects covered and conclusions, if any, reached. No information shall be included that would identify the vote or remarks of any individual member or group of members, unless agreed to by the member or members and by the committee.
- i. Matters concerning academic strategic planning and budgets brought before this committee shall be submitted to the Secretary of the Senate who shall submit them to the committee Chair and to the President of the Senate. The committee shall then meet and discuss the issues and develop recommendations. The committee Chair shall carry these recommendations to the Executive Board.
- j. The recommendations made by this committee are to be decided by a majority vote in the presence of a two-thirds quorum of the committee.
- k. This committee reports to the Executive Board of the University Senate. Minutes of committee meetings are reported to the University Senate.

1.6.2.4.6 Assessment, Research, and Planning Committee (ARPC)

- a. The ARPC is to act as the coordinating agency for both Academic and Administrative assessment.
- b. This committee shall produce an annual effectiveness assessment plan and report (EAPR) each year. This committee shall also produce monitoring reports as requested by the IEC usually in the fall and spring semester prior to meetings of the Board of Trustees of Saint Leo University. This committee shall use the IEC's Assessment Report and Planning Guidebook in constructing all reports.
- c. The ARPC is to produce an annual report that includes an introduction, assessment report and plan. The introduction briefly describes the structure, purpose, relationship to the University's Mission and goals of each academic and administrative unit. The assessment report shall include the current academic year's assessment results, a description of those results, and a summary of any relevant improvement to performance objectives. The assessment plan shall outline the performance objectives of all parts of the University for the next fiscal year. It shall also include how those performance objectives are to be measured and attained. The enhancement plan shall be based on the mission, values, and vision statements of each academic and administrative unit.

- d. The ARPC is to coordinate with all academic departments to ensure that each department prepares and reports on specific majors' and/or specializations' learning outcomes and relevant student achievement.
- e. This committee shall be composed of the Director of Institutional Research, the Director of Academic Assessment, the Registrar, the Assistant to the President, all Deans, and three full-time faculty members, and the Vice President of Academic Affairs.
- f. The President or a Presidential designee shall serve as Chair of this Committee.
- g. Minutes shall consist of a statement of subjects covered and conclusions, if any, reached. No information shall be included that would identify the vote or remarks of any individual member or group of members, unless agreed to by the member or members and by the committee.
- h. This committee produces the annual effectiveness assessment plan and report for the University, and any monitoring reports requested by the President.
- i. This committee reports to the Executive Board of the University Senate.

1.6.2.4.7 Faculty Promotion and Tenure Committee

- a. The Faculty Promotion and Tenure Committee shall review the credentials of faculty that submit application for promotion and/or tenure.
- b. The Faculty Promotion and Tenure Committee shall recommend those faculty members best qualified for promotion and tenure to the President of the University through the Vice President of Academic Affairs.
- c. Faculty applying for tenure must submit their application to the Chair of the Faculty Promotion and Tenure Committee, through their respective Academic Chair and Dean, on or before October 15th of each year. The committee must then meet to discuss the application and make recommendation to the President of the University through the Vice President of Academic Affairs on or before December 15th of each year.
- d. Faculty applying for promotion must submit their application to the Chair of the Faculty Promotion and Tenure Committee, through their respective Academic Chair and Dean, on or before January 15th of each year. The committee must then meet to discuss the application and make recommendation to the President of the University through the Vice President of Academic Affairs on or before March 1st of each year.
- e. The Chair of this committee shall be a full-time, tenured faculty Senator who holds the rank of Professor. The Chair shall be elected by the Senate at the first meeting in the fall semester. The Chair shall be a voting member only in the case of a tie vote.
- f. This committee shall be composed of five (5) tenured faculty who hold the rank of Professor, and the elected Chair. The full-time faculty shall elect three (3) of the committee members, two (2) in even years and one (1) in odd years. The President of the University shall appoint two (2) members of the committee, one (1) in even years and one (1) in odd years. Faculty are elected and appointed to this committee for two-year terms prior to the first University Senate meeting in the appropriate fall semester. The Chair of this committee is elected in the first University Senate meeting of the fall semester. Faculty may serve no more than three (3) successive terms. No more than

two (2) members can be from any one department. No more than three (3) members can be from any one school.

- g. The review process for all faculty shall be governed by the procedures set forth in the collective agreement between the University and the United Faculty of Saint Leo University/United Faculty of Florida. See Volume IV of this Policy Manual.
- h. Minutes shall consist of a statement of subjects covered. No information shall be included that would identify the vote or remarks of any individual member or group of members.
- i. The recommendations concerning faculty tenure and/or promotion shall be decided by a majority vote of the full committee.
- j. Recommendations of the Faculty Promotion and Tenure Committee shall be forwarded to the President of the University through the Vice President of Academic Affairs.
- k. Recommendations of this committee must be supported by the President of the University and the Board of Trustees of Saint Leo University who have final authority over selecting qualified faculty for tenure and/or promotion.

1.6.2.4.8 Collaborative Community Committee

- a. The Collaborative Community Committee shall review existing policy and/or propose new policies concerning student affairs, academic support services, and athletic policies that affect student life outside of the classroom.
- b. This committee shall ensure that the Saint Leo University community is one that supports growth in mind, body, and spirit in a manner that is consistent with the Mission, goals, and values of the University.
- c. The Collaborative Community Committee shall not mandate policy nor shall it do the work of the Student Affairs, Student Support Services, or Athletic Department offices.
- d. **HELP:** The Collaborative Community Committee shall be composed of three (3) full-time faculty, two (2) student affairs administrator/staff, two (2) members of the coaching staff, one (1) academic support services administrator/staff, and three (3) students, (1) faculty or staff from COLL elected by senate, (1) off-campus full-time librarian appointed annually, (1) full-time faculty or advisor from off campus elected by senate. At least one (1) of the committee members must be from an area other than University College. Except for the students, each shall serve two (2) year terms. Students shall serve one (1) year terms. The Director of University Ministry shall be a standing member of this committee. The VPCESS, the Athletic Director, and one (1) Alumni relations administrator/staff shall be *ex-officio* non-voting members of this committee. Two (2) of the faculty and one (1) of the students shall be Senators. The Senate body in the first Senate meeting of the fall semester shall elect two (2) faculty and one (1) student. The Student Government Union President shall appoint one (1) faculty, one (1) student affairs administrator/staff, one (1) coach, and two (2) students. The President of the Senate shall appoint one (1) academic support services administrator/staff. The President of the University shall appoint one (1) student affairs administrator/staff and one (1) coach. The Vice President for University Advancement shall appoint one (1) Alumni relations administrator/staff.

- e. The President of the University following committee elections and appointments shall appoint a member of the committee as Chair of the Collaborative Community Committee.
- f. Meetings shall be held monthly, and as called by the committee Chair.
- g. Minutes shall consist of a statement of subjects covered and conclusions, if any, reached. No information included shall identify the vote or remarks of any individual members or group of members unless agreed to by the member or members and by the committee.
- h. The Collaborative Community Committee shall annually review current student affairs, academic support services, and/or athletic policies and standards to ensure that they are consistent with the Mission and values of Saint Leo University. Matters concerning student affairs, academic support services, and/or athletic policies can be brought before the committee by submitting them to the Secretary of the Senate. The Secretary of the Senate shall then submit them to the committee Chair and to the President of the Senate. Any issues related to student affairs, academic support services, and athletics standards and/or policies must be dealt with in the allotted thirty (30) day time period.
- i. If this committee fails to act within the thirty (30) days, the Executive Board shall make the decision.
- j. The Collaborative Community Committee shall make recommendations for standards and/or policy change to the Executive Board.
- k. Recommendations made by the Collaborative Community Committee are those decided by a majority vote in the presence of a two-thirds quorum of the committee.
- l. The Collaborative Community Committee reports to the Executive Board.

1.6.2.4.9 Technical Advisory Committee

- a. The Technology Advisory Committee (TAC) will provide the Associate Vice President for Information Technology with feedback and recommendations on the use and development of technologies at Saint Leo University. Maintaining frequent contacts with students, faculty, and administration, the TAC will articulate the concerns of the University community, help provide focus to visions of the future environment, and suggest possible solutions to the challenges of developing and managing information technology at Saint Leo University. The TAC's collective opinions on information technology issues are intended to assist with the development of future information architectures, hardware and software standards, policies, and budgeting plans.
- b. The Committee will provide leadership to the Saint Leo Community in the pedagogical use of information, communications, and educational technology. It will recommend policies and promote the use of technology throughout all academic programs and training functions administered by Saint Leo University.
- c. Meetings shall be called by the Chair as needed. Additionally, the Chair must schedule a meeting at the request of any two (2) committee members.
- d. A simple majority of voting committee members is required to pass recommendations from the committee.

- e. Minutes from committee meetings shall be submitted to the Secretary of the Senate.
- f. The committee will be composed of six (6) full time faculty, two (2) of which shall be from centers other than University Campus, two (2) administrators/staff, one (1) instructional technologist, and one (1) student. One academic Dean shall serve as a non-voting member of the committee. The Associate VP for Information Technology shall be a non-voting member of this committee and shall serve as Chair of the committee.

1.6.2.5 Minutes

The minutes of all standing committee meetings shall be kept in the University Senate office. Minutes of the Planning Budget and Review Committee shall be reported to the Senate prior to discussion of Action Items under Section VI of the agenda. Except for the Faculty Promotion and Tenure Committee, meetings of all standing committees are open to all members of the Senate, and normally open to the University community. Advance notice of meetings shall be posted on the University website. In their discretion, committees may authorize closed meetings in special circumstances. Circumstances justifying closed committee meetings include proceedings involving evaluation of persons or programs or possible consideration of issues involving privacy or confidentiality.

1.6.2.6 Special Committees

1. The University Senate shall establish and appoint such special committees as may be needed.
2. Unless otherwise provided by the Senate, the Executive Board shall nominate members of special committees.
3. Special committees shall report to the University Senate.
4. The President of the University Senate shall appoint chairs of special committees.

1.6.2.7 Senate Procedures

1. Robert's Rules of Order, most recent addition, shall apply unless superseded by the Constitution or Bylaws.
2. Spectators at Senate meetings shall not take part in or attempt to influence the proceedings of the Senate, unless the President of the Senate has made exception. Violators shall be excluded. With discretion, the President of the Senate may recess the meeting.
3. The University Senate shall be called into Executive Session by the President of the Senate upon approval of a majority of the members present. Only regular University Senate members or guests invited by the President of the Senate may be present during Executive Sessions. Only personnel or fiscal matters may be discussed in Executive Sessions, but final action on all matters shall be taken in regular University Senate meetings.

1.6.2.8 Approval of Policies

1. Proposals adopted by the University Senate intended to have binding effect on the University generally or on persons or matters external to the Senate itself are policy recommendations and are submitted to the President of the University for approval.
2. Proposals affecting only the rules, procedures, committees, or other internal affairs of the Senate, or expressing only the opinion of the Senate, are not policy recommendations and do not require approval of the President of the University.

1.6.2.9 Editorial Changes – Senate Documents

1. When the title of a University official or of an agency or unit of the University appearing in University Senate documents is changed, but the functions and responsibilities of the office or agency remain the same, the Executive Board may approve replacement in the Senate documents of the old title or designation by the new one, as an editorial change. Such changes shall be reported to the University Senate.

1.6.2.10 Form of the Agenda

1. Outline of the Agenda:
 - I. Call to Order
 - II. Prayer
 - III. Roll Call
 - IV. Approval of Minutes
 - V. Communications and Questions from:
 - A. The President of the University
 - B. The President of the University Senate
 - VI. Executive Board Report
 - A. Minutes of Executive Board
 - B. Executive Board Action Items
 - VII. Unfinished Business
 - VIII. Policy Committee Action Items. In rotation.
(Information items to be submitted to the Secretary of the Senate in writing or by e-mail and included with the agenda.)
 - IX. Special Committee Reports
 - X. New Business
 - XI. State of the University Announcements. Questions. In rotation.
(Detailed reports, if necessary, to be submitted in writing or by e-mail and included with the agenda.)
 - A. Vice President of Academic Affairs
 - B. Vice President for Business Affairs

- C. Vice President for University Advancement
- D. Vice President for Student Affairs
- E. Vice President for Enrollment
- F. Athletic Director
- G. Student Government Union President
- H. President of the United Faculty of Saint Leo University
- I. Chief Information Officer

XII. Adjournment

2. System of Rotation:

For purposes of Bylaws subparagraph 1.6.2.10, Parts 1.VIII and 1.XI, above, “in rotation” shall be applied so that order shall be rotated for each meeting, so that whoever was last in order at one meeting shall be called on first in order at the next meeting. For purposes of Bylaw subparagraph 1.6.2.10, Part 1.VIII, above, each committee shall present only one (1) action item at a time. When each committee has been called on, the President of the Senate shall then call again on the committee first in the day’s order for one (1) additional action item, and so on.

3. Announcements about the State of the University, including the University President’s announcements, are informational only. No resolutions calling for action may be presented at this point in the agenda.

1.6.2.11 Meetings

1. For purposes of planning schedules, meetings shall normally be called for Thursdays.
2. The meeting calendar for each semester shall be prepared by the Executive Board and shall be announced at the last meeting of the University Senate in the spring semester.
3. Normally, regular meetings shall convene at 2 p.m. and adjourn automatically at 5 p.m. (unless adjourned earlier by majority vote). For any specific meeting, regular or special, the Executive Board may provide in advance for convening or adjourning meetings at other times. The time for adjournment of any meeting may be extended by majority vote on request of the President of the Senate or of any other member. When the Senate automatically adjourns at 5 p.m. or other specified time, the matter then under consideration shall be a special order of business for the next meeting and shall be placed on the agenda immediately following reports of the Executive Board.
4. Persons not members of the University Senate who wish to address the Senate may be permitted to do so as follows:
 - a. University administrators, members of the Senate standing committees, chairs of Senate special committees, and a representative of the collective bargaining agent may be recognized by the President of the Senate, at the President’s discretion, to speak on agenda items in their areas of responsibility or charge.

- b. Any person may address the Senate on a particular agenda item by invitation of the Executive Board or by permission of the President of the Senate prior to the call to order.

1.6.2.12 Motions

1. Substantive motions are of three (3) kinds:
 - a. Sense of the Senate Resolutions – motions that would express the sense or opinion of the Senate, but would not propose new or modified policy or procedure specifically for Saint Leo University.
 - b. Senate Management Resolutions – motions (other than motions to amend the Bylaws) affecting only the rules, procedures, committees or other internal affairs of the Senate.
 - c. Policy Resolutions – motions, which if approved by the Senate and the President of the University, would create or modify University policy or procedure.
2. Recommendations from standing committees, whether or not they affect any University policy, may be acted upon at the meeting of the University Senate at which they are introduced, provided they have been distributed to members of the Senate at least twenty-four (24) hours in advance of the meeting. However, a recommendation which a committee considers of unusual importance or complexity may be designated by the committee as a “first reading” item, for final action at the meeting following that at which it was first reported by the committee.
3. Motions from the floor not proposed by a standing committee:
 - a. Sense of the Senate and Senate Management Resolutions may be introduced and acted on at any meeting under the appropriate agenda item.
 - b. Policy Resolutions may either be acted upon at a meeting subsequent to the meeting at which it is introduced or at which notice is given to the University Senate of intention to introduce such a motion, or when the senate, by a 2/3 majority vote, agrees to fully consider and act on a policy motion. If only a notice is given, such notice shall include the general sense of the proposed motion, and may be given either orally or in writing. Upon giving of notice, the presiding officer shall enter the mover’s name on the agenda for the next meeting and shall recognize the mover at the time for New Business for the purpose of introducing the motion. Any motion from the floor may be referred to a committee on the day when first introduced. Motions to change the Bylaws are governed by Article VI., Section 6.6 of the Constitution (paragraph 1.6.1.6, Part 6.6).
4. Any motion referred by the University Senate to a standing committee must be reported back to the Senate with the committee’s recommendation.

1.6.2.13 Minutes

1. Minutes of the University Senate are available to anyone in the University community upon request and shall be posted on the University website.
2. Minutes and other papers of committees handling confidential matters shall be available only to committee members or such other personnel designated by Human Resource policies of the United Faculty of Saint Leo University.

1.6.2.14 Quorum

1. For all Senate committees and all Senate meetings, a quorum is at least two-thirds of all voting members (nearest round number). For the purposes of calculating a quorum, committee members are not considered to be voting members until their first committee meeting in each academic year, and Senate members are not to be considering voting members until the first Senate meeting in each academic year.

1.6.2.15 University Senate Executive Board - 2005-2006**Officers of the University Senate:**

Marilyn Mallue President
 Chris Miller..... Vice President
 Laurel Cobb Secretary

Standing Committee Chairs:

Trish Parrish..... Admissions and Financial Aid
 Barry Glover Undergraduate Academic Standards and Policy
 Balbir Bal..... Undergraduate Program and Curriculum
 Tom Zimmerer..... Graduate Academic Standards and Program
 Barb Wilson Planning Budget and Review
 Rich Bryan Assessment, Research, and Planning
 Michael Moorman Faculty Promotion and Tenure
 Fran Reidy Collaborative Community
 Steve Burrell Technology Advisory

Non-voting members:

Maribeth Durst..... (Acting) Vice President of Academic Affairs
 Ed Dadez..... Vice President of Continuing Education and Student Services
 Frank Mezannini Vice President of Business Affairs

1.6.2.16 University Senate Standing Committees 2005 - 2006

FTF – full-time faculty SGU – Student Government Union
 SB – School of Business AS – Arts and Sciences
 SCE – School of Continuing Education nonUC – not from University campus
 ESS – Education and Social Services

1.6.2.16.1 Faculty Promotion and Tenure Committee

Appointed.....Jack McTague
 Appointed.....(continuing) Marilyn Mallue
 Elected.....(continuing) Terry Danner
 Elected.....(continuing) Mike Moorman
 Elected.....Mary Spoto
 Chair.....Michael Moorman

1.6.2.16.2 Admissions and Financial Aid Committee

FTF-ASSiamack Bondari

FTF-ESSTrish Parrish
 FTF-SBDeborah Pendarvis
 Admin/Staff.....John Walsh
 Admin/Staff.....Beth Carter
 Student SenatorDarius Lewis
 Ex-officioGary Bracken
 Chair.....Trish Parrish

1.6.2.16.3 Graduate Academic Standards and Program Committee

Program Director	Bobby Diemer
Program Director	John Smith
PTF	Tom Seiler (Grad. Bus)
PTF	Susan Foster (FTF-Bus)
FTF	Patrick Draves (Grad. Psych)
FTF	Tom Zimmerer (Grad Bus)
Student	Faith Grant
Student	Curtis Turney
Ex-officio	Karen Hatfield
Chair	Tom Zimmerer

1.6.2.16.4 Curriculum Committee

FTF-ESS	Valerie Wright
FTF-SB	Balbir Bal
FTF-AS	Jane Govoni
FTF-SCE	Michael McLaughlin
PTF	Kimberley Glover
Library	Brent Short
Student Senator	James Blade
Admissions	(Will remain open)
Business Affairs	Melinda McKendree
Ex-officio	Maribeth Durst
Ex-officio	Ed Dadez
Ex-officio	Karen Hatfield
Chair	Balbir Bal

1.6.2.16.5 Academic Standards and Policy Committee

FTF-AS	Mary Spoto
FTF-SB	Larry Mistor
FTF-ESS	Terry Danner
FTF-SCE	Michael Sciarini
SGU Judicial Chair	Chelsea Grant
Ex-officio	Karen Hatfield
Chair	Barry Glover

1.6.2.16.6 Planning and Budget Review Committee

(2 nonUC)

FTF	Senator Monika Vo
FTF Senator	Jacci White
FTF	Laurel Cobb
Admin/Staff	John Cain
Admin/Staff	Barb Wilson
Admin/Staff	Susan Paulson
Student	Andrew Johnson
Ex-officio	Frank Mezzanini
Chair	Barb Wilson

1.6.2.16.7 Assessment, Research, and Planning Committee

VPAA	Maribeth Durst
OIR-Dir	Jeanne Roberts
AAP-Dir.	Jeffrey Anderson
Registrar	Karen Hatfield
ESS-Dean	Marguerite McInnis
AS-Dean	Rich Bryan
SB-Dean	Michael Nastanski
FTF	Kevin Kieffer
FTF	Stephen Baglione
FTF	Ernie Williams
Chair	Rich Bryan

1.6.2.16.8 Collaborative Community Committee

FTF.....	Sandy Hawes
FTF.....	Donald Pharr
FTF.....	Jerome Williams
Admin/Staff (student affairs) ...	Todd Justesen
Admin/Staff(student affairs)	Mark Stier
Coach	Kerri Reaves
Coach	Chanita Olds
Student	Judy Salinas
Student	Robert Dadez
Student	Kenrick Roberts
Dir. University Ministry.....	Michael Cooper
COL Representative.....	Sheryl Lay
FT Off Campus Librarian	Steve Weaver
Center Rep	Tanya Higgins (PTF-Eustis)
Ex-officio	Athletic Director – Fran Reidy
Ex-officio	VPCESS – Ed Dadez
Ex-officio	Alumni Relations – Susan Shoulet
Chair.....	Fran Reidy

1.6.2.16.9 Technology Advisory Committee

FTF	Randy Criss
FTF	Jerome Williams

FTF	Cindy Lee
FTF	Chris Miller
FTF-non UC	Yvette Ghormley
FTF-non UC	John Jeanguenat
A/P	Susan Boyd
A/P	Susan Paulson
Instructional Technologist	Caroline Cervený
Student	Kirsten Welsh (COL)
Dean	Rich Bryan
Chair	Steve Burrell

1.6.3 Saint Leo University Student Government Constitution and Bylaws

The name of the student governing organization shall be the Student Government Union, herein referred to as the SGU. The SGU Constitution and Bylaws can be accessed on the University's website at www.slu.edu/sgu.

1.6.3.1 Objectives

1. To foster high standards of integrity and conduct that promotes leadership, unity, loyalty, and morale among students.
2. To advocate student opinions and concerns to the faculty, staff, and administration of Saint Leo University.
3. To produce a balanced schedule of programs that enhances campus life and the surrounding communities.
4. To approve new organizations seeking recognition and support existing recognized organizations.

1.6.3.2 Membership

All students who are registered and financially support the SGU through the required student activities fee shall be considered members of the SGU.

1.6.3.3 Elections

The designated elected officers shall be elected in the spring semester of each academic year, with the exception of the freshman positions which will be elected in the fall semester of the academic year. In all elections, procedures adopted by the SGU shall be followed.

1.6.3.4 SGU Executive Board

The elected members of the SGU Executive Board shall consist of the following voting and non-voting members. The term of service shall be one academic year.

1. Voting Members:
 - a. President (may vote in case of a tie);
 - b. Executive Vice President;

- c. Vice President for Campus Activities;
 - d. Executive Treasurer;
 - e. Executive Secretary.
2. Non-Voting Members:
 - a. Advisor
 3. The SGU President shall serve as chair of the SGU Executive Board ensuring its efficient operation.
 4. The Assistant Vice President for Student Services or a designee shall serve as the advisor to the SGU Executive Board.

1.6.3.5 Standing Committees

The following committees will be known as the SGU Standing Committees:

1. Campus Activities Board chaired by the Vice President of Activities;
2. Elections Committee chaired by the Executive Secretary;
3. Finance Committee chaired by the Executive Treasurer;
4. Food Committee chaired by the President or an appointed person by the President.
5. Greek Council.

1.6.3.6 Appointed Members of SGU

To assist the SGU President, there are five student liaisons, appointed by the SGU Executive Board, that are responsible for representing the Student Government Union to specific areas of campus and student life.

The terms of service will be one academic year.

1. The student liaisons are:
 - a. Academic Liaison;
 - b. Athletic Liaison;
 - c. Greek Liaison;
 - d. Student Discipline Liaison;
 - e. Residence Hall Liaison.

1.6.4 Saint Leo University Alumni Association Constitution

1.6.4.1 Article I - Name

The name of the organization is THE SAINT LEO UNIVERSITY ALUMNI ASSOCIATION.

1.6.4.2 Article II - Purpose

The purpose of The Saint Leo University Alumni Association is to further the mission, vision, and values of Saint Leo University by assisting with fundraising efforts, recruiting of new students, providing appropriate feedback to the University; connecting and networking among and between alumni, faculty, and students; and maintaining traditions, thus preserving our past and supporting our future.

1.6.4.3 Article III - Membership

Members of the Alumni Association are defined as follows:

Active

Persons who have matriculated to at least one of the following Saint Leo institutions: Saint Leo University, Saint Leo College, Saint Leo College Preparatory School, or Holy Name Academy shall be members of this Association.

Honorary

Honorary members may include present and former faculty, friends, and benefactors of the University whom the Alumni Association Board of Directors wishes to recognize and who are duly elected to honorary membership by a majority of the Board. Honorary members may participate in Association activities, but shall not vote at Association meetings or serve on the Alumni Association Board of Directors.

Ex Officio

Ex Officio members of the Association shall include recipients of honorary degrees from the University, the Director of Alumni Relations or its successor office, or others as confirmed by the Alumni Association Board of Directors. Ex officio members may participate in Association activities but shall not vote at Association meetings.

1.6.4.4 Article IV - Term

The term for this Association is perpetuity.

1.6.4.5 Article V - Officers

The elected officers of the Alumni Association shall be a president, a vice president, a secretary, and a treasurer. Officer's terms and guidelines are set forth in the Bylaws.

1.6.4.6 Article VI - Management

An Alumni Association Board of Directors whose members shall be selected in accordance with the Bylaws shall manage the affairs of the Alumni Association. An Executive Committee shall be composed of the president, vice president, secretary, treasurer, and other Board of Directors or Association members who the Executive Committee deems shall be necessary in the furtherance of the Association's business. Additional members of the Executive Committee shall be nominated by the president of the Alumni Association, confirmed by the Alumni Association Board of Directors and serve for a fixed time frame of one year or less. The immediate past president of the Alumni Association and the Director of Alumni Relations or its successor office shall serve as ex-officio.

1.6.4.7 Article VII – Bylaws

The carrying out of the purpose of this Association is set forth in the Bylaws of the Saint Leo University Alumni Association. The Bylaws may be amended at any properly notified regular or special meeting by two-thirds of the Alumni Association Board of Directors voting, provided that notice and a statement of the proposed change(s) is given by electronic mail or post at least 30 days before such meeting. Every member of the Board of Directors shall have the right to cast one vote in person or by mailed proxy vote, by faxed proxy vote, or by electronically submitted proxy vote. Voting by means other than in person shall be addressed to the Director of Alumni Relations. These votes must be received in the Saint Leo University Office of Alumni Relations by 3:00 p.m. Florida time, the day before the date of the meeting. A Representative of the Office of Alumni Relations shall deliver these votes, to the president of the Board of Directors at the scheduled time and place of the meeting.

1.6.4.8 Article VIII – Amendments to the Constitution

This constitution may be amended by a two-thirds vote of the members of the Association present at any general membership meeting. The proposed amendment(s) or amended form of the constitution shall have been sent to all members of the Association whose addresses are on file in the Association Office. The proposed amendment(s) or amended form is to be given by electronic mail or post at least 30 days prior to the meeting at which the amendment(s) is to be considered.

1.6.4.9 Article IX - Other

All matters not specifically addressed by this constitution shall be dealt with on a case-by-case basis as deemed reasonable by the Association's Board of Directors and in the interest of the Association.

1.6.5 Saint Leo University Alumni Association Bylaws

1.6.5.1 Article I – Name, Purpose and Mission

1.6.5.1.1 Section I – Name

The name of the organization is the Saint Leo Alumni Association.

1.6.5.1.2 Section II – Purpose

The purposes of the Saint Leo Alumni Association are to assist and support the University as it fulfills its Catholic Benedictine mission to provide a high quality, student-centered liberal arts education in an environment that encompasses values of excellence, community, respect, personal development, responsible stewardship, and integrity; to be a vehicle for alumni to share in the life of the University through cooperative efforts coordinated by the Office of Alumni Relations in a mutually rewarding relationship; and, in cooperation with the Office of Alumni Relations, to be self-sustaining and self-perpetuating with regard to the Association's leadership, role, and function.

1.6.5.1.3 Section III – Mission

The mission of the Saint Leo Alumni Association is to foster a mutually beneficial relationship between Saint Leo University and its alumni by: promoting active alumni participation and involvement through on-campus and regional programs; by serving as an advocate for the University's mission, plans and purpose; by identifying and encouraging the enrollment of quality and diverse students; by assisting in gathering philanthropic support; and by recognizing University alumni and friends who are distinguished by their loyalty, professional achievement, and community service. In fulfilling this mission, the Saint Leo Alumni Association will insure that all of its efforts and activities are consistent with the University's mission, values, strategic objectives, policies, and procedures.

1.6.5.2 Article II – Membership

Individuals who meet the criteria set forth in the association's constitution shall be entitled to membership. Member categories are active, honorary, and ex-officio. Members have the right to participate in activities sponsored by Saint Leo University and its alumni association; to participate in committee and volunteer opportunities as outlined in Article III, Section I of these Bylaws, and to receive all association publications and notice of general meetings held under the auspices of the association.

1.6.5.3 Article III – Management of the Association

1.6.5.3.1 Section I – Saint Leo Alumni Association Board of Directors

The management of the association is vested in its Board of Directors which shall have a minimum of 15 and a maximum of 30 elected members, one-third of whom are elected annually. No member can serve more than two consecutive three-year terms. Partial terms are excluded when considering two consecutive terms. The Executive Committee may fill vacancies on the board or in the offices of the association arising from unexpired terms, and the President of the association appoints a nominating committee to nominate candidates for election to the Board and to offices of the association in accordance with the provisions of these bylaws. Composition of the Board of Directors will represent the University's diverse alumni populations. The Board of Directors shall be responsible for oversight of the organization's mission, vision and planning, for monitoring and assessing its programs, and for interpreting the University to the alumni community and the alumni community to the University. The Director of Alumni Relations, employed by Saint Leo University, shall serve as an ex-officio member of the Board of Directors. The Director serves as the primary liaison between the alumni association and the Saint Leo University administration.

1.6.5.3.2 Section II – Officers

The officers of the association shall be President, Vice President, Secretary, and Treasurer, who shall be elected by the Board of Directors from its membership for one year terms, unless otherwise provided here, and shall hold office until their successors are elected and have been qualified. The immediate past President shall serve as an officer ex-officio. Officers shall not be eligible for election for more than two consecutive one-year terms. Partial terms are excluded when considering two consecutive terms. The Executive Committee may fill vacancies on the Board or in the offices of the association arising from unexpired terms. The President of the

association shall call upon the association development committee to nominate candidates for election to the Board and to offices of the association in accordance with provisions of these Bylaws.

The officers and their respective duties are as follows:

- A. The President shall provide general supervision and leadership for all organizational programs and policies. The President shall preside at all meetings of the association, the Board of Directors, and the Executive Committee. The President shall be an ex-officio member of all standing committees of the association.
- B. The Vice President shall oversee the following standing committees of the Association:
 - Committee for Association Activities and Programs,
 - Committee for Association and Board Development,
 - Committee for Association Communication and Advancement.
- C. The immediate past President shall provide counsel to the President and the Board of Directors and shall serve as an ex-officio member of the association development committee.
- D. The Secretary shall keep the minutes of meetings of the association, the Board, and the Executive Committee, and submit them to the Board within 15 days of each recorded meeting. The Secretary may audit from time to time the official records of the alumni association as housed in the office of Alumni Relations.
- E. The Treasurer shall oversee the financial activities of the association and make appropriate reports as required. Expenditures of association funds will be recommended by the association Treasurer and managed by the Director of Alumni Relations in accordance with University policy.

1.6.5.3.3 Section III – Records

Official records of meetings of the association, its Board of Directors and Executive Committee, as well as association-sponsored activities, shall be maintained in the office of Alumni Relations and made available to Board of Directors and committee members on request. A packet of the preceding year's association records shall be conveyed to new officers at the time of their election or appointment.

1.6.5.3.4 Section IV – Executive Committee

The Executive Committee is authorized by the Board of Directors to manage all business and affairs of the association and the Board between regular and special meetings. The Executive Committee may not alter or rescind the constitution, bylaws, strategic plan, or remove any officer from office.

The Executive Committee shall be comprised of the elected officers of the association, which include the President, Vice President, Secretary, and Treasurer. The President shall serve as Chair of the Executive Committee. The immediate past President and the Director of Alumni Relations serve as ex-officio members.

1.6.5.4 Article IV – Election and Appointments

1.6.5.4.1 Section I – Election of Officers

The President, Vice President, Secretary, and Treasurer shall be elected by members of the Board of Directors. A slate of officer candidates shall be compiled by a nominating committee consisting of the immediate past President, the chairman of the association development committee, and three at-large Board members, preferably with expiring terms. The Director of Alumni Relations shall serve as an ex-officio member of the nominating committee. The candidate receiving a majority of votes for each office shall be elected.

1.6.5.4.2 Section II – Term of Office and Vacancies

- A. The President, Vice President, Secretary and Treasurer shall each serve a one-year term of office commencing on July 1, or as otherwise determined by the Board of Directors.
- B. The immediate past President shall serve as an ex-officio member of the Board for a one-year term immediately following the term as President.
- C. All officers shall continue to serve until their successors are qualified to serve.

1.6.5.4.3 Section III – Appointments

The Executive Committee may fill vacancies on the Board or in the offices of the association arising from unexpired terms.

1.6.5.5 Article V – Association Committees

Alumni Association Committees provide opportunities for members of the association and elected Board members to share their time, talent, and spirit on behalf of Saint Leo University. Volunteers from the association are always welcome and a volunteer list will be maintained in the office of Alumni Relations. Board members will be assigned annually to serve on committees by the association President in consultation with the Director of Alumni Relations.

1.6.5.5.1 Section I – Standing Committees of the Association

There shall be a minimum of three standing committees of the association. The committees are:

- A. Committee for Association Activities and Programs
The Committee for Association Activities and Programs is responsible for planning and supporting activities that reconnect, engage, and benefit Saint Leo University alumni. Association activities should be designed to engage alumni, encourage volunteerism, promote leadership, and periodically recognize outstanding alumni accomplishments and commitment to the mission, vision and values of Saint Leo University. Sub-committees may be designated as needed.
- B. Committee for Association and Board Development
The Committee for Association and Board Development is charged with ensuring clarity of purpose for the association and its Board of Directors. The committee also serves as the Board's nominating committee, and is responsible for the identification, nomination, and election of its members and officers. This Committee is responsible

for ongoing Board development and periodic self-assessment. Sub-committees may be designated as needed.

C. The Committee for Association Communication and Advancement

The Committee for Association Communication and Advancement shall work with the office of Alumni Relations to ensure that the alumni association has an effective communication plan ensuring periodic, ongoing, appropriate communication with the University and its alumni stakeholders. The committee is charged with providing leadership and assistance to the University in its fund-raising activities. Sub-committees may be designated as necessary.

1.6.5.5.2 Section II – Committee Membership

Committee chairs, appointed by the President, shall select committee members, referring to the list of volunteers maintained by the office of Alumni Relations. Each committee shall have a minimum of three members chosen from the Board. The President and Director of Alumni Relations and/or a designated University representative shall serve as ex-officio, non-voting members on all committees.

1.6.5.5.3 Section III – Ad Hoc Committees

Other committees may be created and members appointed as the Executive Committee, Board, or Director of Alumni Relations may from time to time deem necessary or advisable.

1.6.5.6 Article VI – Meetings

1.6.5.6.1 Section I – Meetings of the Association

A. Annual Meeting

The annual meeting of the association shall be held in Florida, at a time and place designated by the Board.

B. Special Meetings of the Association

Special meetings may be held at the call of the President of the association or upon written request of a majority of the members of the Board of Directors.

C. Notice of Meetings of the Association

Notice of all meetings of the association, whether annual or special, shall be given by the President or the Director of Alumni Relations by letter or prominent notice in an alumni publication not less than 20 days prior to the date of the meeting. Notice of any special meeting shall state the purposes of the meeting. No business shall be transacted at a special meeting that does not relate to the purposes stated in the notice.

D. Quorum

A quorum at any meeting of the association shall consist of a majority of the members at the meeting in person or by proxy.

E. Voting

Every member of the association shall have the right to cast one vote in person, by proxy, by mailed vote, or by electronically submitted vote, provided these votes are

received in the office of Alumni Relations by 8:00 a.m. (Eastern Time) on the date of the meeting.

1.6.5.6.2 Section II – Meetings of the Board of Directors

- A. Regular Meetings of the Board of Directors
Regular meetings of the Board of Directors shall be held at a time and place determined by the President of the association.
- B. Special Meetings of the Board of Directors
Special meetings of the Board of Directors may be called at any time by any two members of the Executive Committee or upon the request of one-third of the Directors. The objectives of the meeting must be set forth in both the call for and the notice of the meeting. No business is transacted at a special meeting that does not relate to the purposes for which it was convened.
- C. Notice of Meetings of the Board
Notice of all meetings of the Board, whether annual or special, shall be given by the President or the Director of Alumni Relations by letter or electronic means not less than 20 days prior to the date of the meeting. The Executive Committee, by majority vote, may waive the advance notice provision in case of emergency.
- D. Quorum
A quorum at any meeting of the Board of Directors shall consist of a majority of the voting members of the board present at the meeting.
- E. Meeting Attendance
Any member of the Board who is absent from two consecutive regular meetings of the Board, except for reasons accepted as sufficient by the Executive Committee, or who ceases to be an active member of the association, ceases to be a member of the Board, and the Board may elect a member to the vacancy for the unexpired term.

1.6.5.6.3 Section III – Meetings of the Executive Committee

- A. Regular Meetings of the Executive Committee
The Executive Committee of the Board of Directors shall meet at least quarterly and/or within 30 days of each Board of Directors meeting. Members may participate in meetings by conference call, if necessary.
- B. Special Meetings of the Executive Committee
Special meetings may be held at the call of the President of the association or Director of Alumni Relations, as necessary.
- C. Quorum
A majority of the voting members of the Executive Committee shall constitute a quorum for the transaction of business at all meetings.

1.6.5.7 Article VII – Rules of Procedure

1.6.5.7.1 Section I – Official Year

The official year of the association begins on the first day of July and ends on the last day of June.

1.6.5.7.2 Section II – Rules

Robert's Rules of Order, Revised shall govern all meetings.

1.6.5.8 Article VIII – Conflict of Interest

A Board member shall be considered to have a conflict of interest if the Board member has existing or potential financial or other interests that impair or appear to impair the Board member's independent, unbiased judgment in the discharge of the Board member's responsibilities to the association; or if that Board member is aware that a member of that Board member's family has financial or other interests that would impair or appear to impair the member's independent judgment in the discharge of the Board member's responsibilities to the association.

For the purposes of this provision, a family member is defined as a spouse, parent, sibling, child, or any other relative residing in the same household as the Board member.

All Board members shall disclose to the President and the Director of Alumni Relations any possible conflict of interest at the earliest practical time. Further, the Board member shall absent oneself from discussions of, and abstain from voting on, such matters under consideration by the Board of Directors or its committees. The minutes of such meeting shall reflect that a disclosure was made and that the member with a conflict or possible conflict abstained from voting. Any Board member who is uncertain as to whether a conflict of interest may exist in any matter may request that the Board or committee resolve the question in that Board member's absence by majority vote. Each Board member shall complete and sign a disclosure form provided annually by the Director of Alumni Relations.

1.6.5.9 Article IX – Periodic Board and Board Member Assessment

1.6.5.9.1 Section I – Purpose

The Board of Directors shall conduct a self-study of its stewardship at least every three or four years. The purposes of the self-assessment are to:

- A. Help the Board strengthen its performance;
 - B. Strengthen Board leadership;
 - C. Clarify strategic goals and objectives for the Board;
 - D. Ensure that the Board has a clear grasp of its responsibilities;
 - E. Strengthen relationships among Board members, the association, and the University;
- and

- F. Clarify expectations among Board members, office of Alumni Relations staff, and the University.

1.6.5.9.2 Section II – Responsibilities

The Director of Alumni Relations will work closely with the President and Executive Committee of the Board to design a process to periodically review the Board's work. The President of the association and the Director of Alumni Relations shall be responsible for ensuring appropriate follow up. The Board shall conduct annual individual Board member self-assessments through surveys or other appropriate instruments.

1.6.5.10 Article X – Review and Amendment of Bylaws

1.6.5.10.1 Section I – Bylaws Revision

These Bylaws shall supersede all other bylaws and shall become effective immediately upon ratification by (a) a two-thirds majority vote of the Board of Directors as outlined in Article VII, Section II; (b) review by University legal counsel; and (c) approval by the advancement committee of the University on behalf of its Board of Trustees.

1.6.5.10.2 Section II – Amendments

The bylaws may be amended by a two-thirds majority vote of the Board of Directors at any properly notified regular or special meeting, provided that notice of the proposed change(s) is made available 20 days before such meeting.

1.6.5.10.3 Section III – Bylaws Review

These Bylaws shall be reviewed periodically by the Secretary of the Board of Directors and the Executive Committee. The Secretary and the Executive Committee shall recommend any necessary changes to the Board of Directors who may ratify, alter or rescind them by a two thirds vote as outlined in Article X, Section II.

1.7 Committees of the University

Except for Subsections 1.7.3, 1.7.5 and 1.7.6 that have been taken from the Bylaws of the University Senate, the Student Government, and the Alumni Association Bylaws respectively, the committee structure below is generic and inclusive in nature. It is meant for use as a guideline to assist with the identification and description of the committees that are in place at the University.

1.7.1 Administrative Committees

1.7.1.1 President's Staff

The President's Staff is comprised of the following individuals:

1. Vice President of Academic Affairs;
2. Vice President of Continuing Education & Student Service;

3. Vice President of Enrollment;
4. Vice President of Business Affairs;
5. Vice President of University Advancement; and
6. Assistant to the President.

The President's Staff meets weekly or as requested by the President.

1.7.2 Institutional Committees

Institutional Committees address matters that cut across various segments of the University and typically have representation from administration, faculty, staff, and students. Where applicable, these committees may also include alumni and other outside individuals as members who can bring expertise to specific issues.

1.7.2.1 Campus Safety Committee

The Campus Safety Committee has been established to identify and suggest solutions to a variety of campus safety concerns and/or issues. The committee meets several times each semester. Committee members include the following: Vice President for Continuing Education and Student Services, Assistant Vice President of Student Services, Director of Residence Life, Director of Campus Safety, and a Board of Trustee Member.

1.7.2.2 Commencement Committee

The Commencement Committee is chaired by the Registrar and is comprised of representatives from those administrative areas of the University that have some responsibility for the planning and coordination of the commencement activities including baccalaureate mass and college ceremonies. The committee meets monthly from September through February, meets bi-weekly in March and meets weekly in April and as needed in the week prior to the actual commencement ceremony. Each Center is responsible for planning their individual commencement ceremonies.

1.7.2.3 First Alert (Early Intervention Committee)

The First Alert committee will meet to discuss students that have been identified as having academic and/or behavioral difficulties. Committee members will then provide the student(s) with resources and advisement that encourage student success. Members include the following: Assistant Vice President of Student Services, Director of Residence Life, Administrator of Academic Advising, and the Director of Counseling and Career Services and a faculty member.

1.7.2.4 Institutional Review Board

The University Institutional Review Board (IRB) reviews requests from faculty, students and/or employees of the University who plan to use human or animal subjects in their research or classroom demonstrations. The IRB review is required to protect the rights of the subjects and to demonstrate the researcher's diligence in protecting the welfare of research participants and to ensure compliance with Federal regulations. The IRB is an objective third party that examines

the benefits of all proposed projects against the potential for risk to participants in the research/demonstration projects.

1.7.2.5 Student-Athlete Advisor Committee

The Student-Athlete Advisor Committee (SAAC) serves as a liaison between the athletic teams and the Athletic Department at Saint Leo University. The SAAC is comprised of representatives from all sponsored intercollegiate sports at Saint Leo and meets on a regular basis to discuss and review issues and concerns of student athletes at Saint Leo University.

1.7.3 University Senate Committees

See paragraphs 1.6.2.4 - 1.6.2.6 above.

1.7.3.1 Executive Board of the University Senate

See paragraphs 1.6.1.5 and 1.6.2.3.

1.7.3.2 Admissions and Financial Aid Committee

See subparagraph 1.6.2.4.1.

1.7.3.3 Undergraduate Academic Standards and Policy Committee

See subparagraph 1.6.2.4.2.

1.7.3.4 Undergraduate Program and Curriculum Committee

See subparagraph 1.6.2.4.3.

1.7.3.5 Graduate Academic Standards and Policy Committee

See subparagraph 1.6.2.4.4.

1.7.3.6 Planning Budget and Review Committee

See subparagraph 1.6.2.4.5.

1.7.3.7 Assessment, Research, and Planning Committee

See subparagraph 1.6.2.4.6.

1.7.3.8 Faculty Promotion and Tenure Committee

See subparagraph 1.6.2.4.7 and Volume IV-A, paragraph 1.1.11.3.

1.7.3.9 Collaborative Community Committee

See subparagraph 1.6.2.4.8.

1.7.3.10 Technical Advisory Committee

See subparagraph 1.6.2.4.9.

1.7.4 Collective Bargaining Agreement Committees**1.7.4.1 Faculty Promotion and Tenure Committee**

See Volume IV-A, paragraph 4.A1.1.11.3.

1.7.4.2 Faculty Development Fund Committee

See Volume IV-A, subparagraph 4A.1.1.1.12.1.

1.7.5 Student Government Union Committees**1.7.5.1 Campus Activities Board**

See the current SGU Constitution at [www._____](#).

1.7.5.2 Elections Committee

See the current SGU Constitution at [www._____](#).

1.7.5.3 Finance Committee

See the current SGU Constitution at [www._____](#).

1.7.5.4 Greek Council

It shall be the duty of the Greek Council to administer all business related to the welfare of the Saint Leo University Greek community and to develop and enforce rules governing the Greek community. IFC, PHC, or NPHC organizations are expected to abide by accreditation policy and Greek Council bylaws and constitution.

1.7.6 Alumni Association Committees**1.7.6.1 Executive Committee**

See paragraph 1.6.4.6.

1.7.6.2 Committee for Association Activities and Programs

See subparagraph 1.6.5.5.1.

1.7.6.3 Committee for Association and Board Development

See subparagraph 1.6.5.5.1.

1.7.6.4 Committee for Association Communication and Advancement

See subparagraph 1.6.5.5.1.

1.7.7 Judicial Committees**1.7.7.1 Faculty Promotion and Tenure Committee**

See Volume IV-A, paragraph 4.A1.1.11.3.

1.7.7.2 Student Conduct Board

Students accused of a violation of the Code of Conduct will be given the option of having the case resolved immediately by a Hearing Officer or the Student Conduct Board. The Student Conduct Board shall be composed of no less than three faculty/staff and three students. Members are appointed by the Student Services Division and will include two student services staff members, one faculty member, and three students.

1.7.8 Review of Standing Committees (Sunset Provisions)

Administrative and Institutional committees are reviewed in the spring of each year and a decision is made by the President's Staff to continue, modify, or eliminate (sunset) each council or committee.

The University Senate will review all faculty committees and a similar decision on each one will be made in the spring of each year. The Faculty Collective Bargaining Agreement may contain committees by contract. These committees may not be modified or eliminated during the period of the agreement (unless the University and the Faculty Bargaining Unit agree to modify or eliminate a committee in accordance with the provisions of the agreement).

The Student Government Union and Alumni Association will review their respective committees in the spring of each year and decide whether to continue, modify, or eliminate (sunset) them

Volume II

University Community Policies

2.0 Introduction

The policies provided in Volume II of the Policy Manual pertain to all members of the Saint Leo University community and outline their responsibilities, as well as the policies and programs applicable to them.

The policies set forth in Volume II provide general information only and are not intended to be comprehensive or address all possible issues. The University reserves the right to interpret, change, modify, add, or delete all or part of the policies at any time without prior notice. Circumstances not specifically addressed in Volume II will be handled on a case by case basis, in accordance with established practice.

An important effort has been made to recognize the differences present in the various campuses and areas of the University; however, these policies were developed by focusing on the rules and responsibilities our one organization has in common. If a campus or area of the University wishes to issue its own memoranda or other statements related to University community policies, they must be consistent with this volume unless an appropriate senior administrative officer grants approval. This volume supersedes all inconsistent memoranda and statements, as well as prior policies and procedures.

To the extent that University policies have applied to Union employees before the issuance of these policies, whether by practice or by contract, these policies shall also apply to Union employees in the same regard in accordance with the collective bargaining agreement.

A copy of Volume II of the Policy Manual is maintained in every department, location, center or major organizational entity of the University. A copy of the volume will be maintained on the Saint Leo University website in Data Mart. The master copy of the Policy Manual, including Volume II, will be maintained in the University Human Resources Office.

2.1 General Institutional Policies

2.1.1 Policy Amendments (rev. 5/27/2009)

All substantial amendments, deletions, or additions to the Saint Leo University Policy Manual shall be approved by the President's Staff. Unless otherwise provided, policy changes shall be effective on the date of approval.

2.1.2 Institutional Policies on Affirmative Action and Equal Opportunity

2.1.2.1 Statement of Equal Employment Opportunity and Affirmative Action

Saint Leo University is an Equal Employment Opportunity-Affirmative Action employer. The University seeks to provide equal opportunity in employment for all persons. Saint Leo does not discriminate in all aspects of employment on the basis of race, color, creed, national or ethnic origin, gender, religion, disability, genetic information, age, disabled veteran status, veteran of the Vietnam era status, or citizenship, marital status, family responsibilities matriculation,

political affiliation, except in those special circumstances permitted or mandated by law. Additionally, the University will use good faith efforts to achieve ethnic and gender diversity throughout the workforce. The University emphasizes recruitment of women, minority group members, disabled individuals, and Vietnam era veterans.

The University reserves the right to designate specific positions within the University structure that require or prefer candidates to be members of the Roman Catholic Church as permitted by law.

Philosophy

To achieve its mission, the University strives to develop a community that is appropriately representative of the diversity of society. This commitment to affirmative action evidences the University's fundamental tenets and its dedication to an ongoing process of change and renewal.

Procedures

The goal of the University's hiring policy is to recruit, hire, transfer, promote and make other employment decisions using these guidelines:

1. To consider individuals without discrimination based on race, color, creed, national or ethnic origin, gender, religion, disability, genetic information, age, disabled veteran status, veteran of the Vietnam era status, or citizenship, marital status, family responsibilities matriculation, political affiliation, military service obligations or any other legally-protected category.
2. To use good faith efforts to achieve the University's affirmative action goals for minority persons and women.
3. To select the individual who best meets the needs of the selecting department and the University.
4. To enhance opportunities for mobility and promotion of qualified candidates who are current University employees.
5. To consider individuals who demonstrate a commitment to the University's mission and values.

All employment decisions, including hiring, compensation, benefits, transfers, training and termination will be made without regard to any legally-protected category as defined above.

It is part of the University's policy to comply with the Americans with Disability Act. Under this Act a qualified individual with a disability who can perform the essential functions of the position with or without a reasonable accommodation is protected from discrimination due to the individual's disability.

Responsibility

All selecting departments shall follow the procedures and the spirit of the University's Equal Opportunity - Affirmative Action policy. The Human Resources department assists selecting departments to recruit and hire candidates.

Resource

Contact the Human Resources department if you have questions or you would like more information about this policy. Employees who believe they have been discriminated against should contact the Director of Human Resources, who maintains a procedure for investigation and resolution of complaints.

2.1.2.2 Statement of Equal Educational Opportunity

It is Saint Leo University's policy to administer all educational programs and related supporting services and benefits in a manner which does not discriminate because of a student's or prospective student's age, citizenship, color, disability, genetic information, marital status, national origin, race, religion, political affiliation, sex, creed or veteran status, military service obligation or any other legally protected category by federal or state law.

2.1.3 Institutional Policy on Discrimination and Sexual Harassment

The University is committed to upholding standards that promote respect and human dignity in an environment fostering learning and professionalism. It is the policy of the University to maintain an educational and work environment free from all types of discrimination and harassment, an open environment that values and protects individual dignity and the integrity of human relationships. Accordingly, all forms of discrimination and harassment by or against any member of the University community are prohibited.

The educational process at the University is based on mutual trust, freedom of inquiry, freedom of expression, and the absence of intimidation and exploitation. Such an atmosphere of respect and regard for individual dignity among members of the academic community is essential if the University is to function as a center of academic freedom and intellectual advancement. In addition, the University has a compelling interest in assuring the provision of an environment in which learning and work may thrive. Such an environment requires free and unfettered discussion of the widest possible nature, one which encourages expression of all points of view. The University recognizes that the academic setting is distinct from the workplace in that wide latitude is required for professional judgment in determining the appropriate content and presentation of academic material. Assertions regarding any of the characteristics listed above, however, shall be directly related to the exchange of ideas, ideologies, or philosophies. Any such assertions in the teaching context that are persistent, pervasive, and not germane to the subject matter may constitute discrimination or sexual harassment and will not be tolerated.

2.1.3.1 Discrimination

It is the policy of the University to recruit, employ, retain, promote, and provide benefits to employees and to admit and provide services for students without regard to race, color, religion, creed, sex, national origin, age, disability, genetic information, military status, or veteran status. Discrimination based upon race, color, religion, creed, sex, national origin, age, disability, genetic information, military status, or veteran status, is prohibited by federal and state law and will not be tolerated at Saint Leo University.

Saint Leo University will respond promptly to all complaints of discrimination, including retaliation and harassment. Violation of this policy can result in serious disciplinary action, up to and including expulsion for students or discharge for employees.

2.1.3.1.1 Definition of "Discrimination"

Discrimination is the adverse treatment of an individual in employment or academic decisions based on race, color, religion, credit, sex, national origin, age, disability, genetic information, military status, or veteran status.

2.1.3.1.2 Definition of “Retaliation”

Retaliation is a form of discrimination. Retaliation is conduct causing any interference, coercion, restraint, or reprisal against a person complaining of discrimination or participating in the resolution of a discrimination complaint.

2.1.3.1.3 Definition of “Harassment”

Harassment is also a form of discrimination. Harassment is the creation of a hostile or intimidating environment, in which verbal or physical conduct, because of its severity and/or persistence, is likely to interfere significantly with an individual’s work or education, or affect adversely an individual’s living conditions.

2.1.3.2 Sexual Harassment

Sexual harassment of any type is prohibited by federal law and will not be tolerated at Saint Leo University. Retaliation against an individual making an informal or formal allegation of sexual harassment will be considered a separate incident of sexual harassment. All complaints, whether formal or informal, will be evaluated and investigated as appropriate.

All faculty, staff and students have a right to be free from any form of sexual harassment. Sexual harassment in any situation is unjustifiable. It is particularly reprehensible when it exploits the trust desired in education and employment relationships. When the authority and power inherent in faculty relationships with their students, in supervisors with their employees, or in one peer over another is abused by sexual harassment of any type, there is a potential for great damage to the students, to employees, and to the educational and moral climate of the University. Individuals in positions of authority must be sensitive to the potential conflicts between personal relationships and professional responsibilities.

Academic freedom should not be abridged by this policy. For example, when a faculty member lectures or leads a discussion on sexually related topics relevant (meaning both germane and pedagogically related to course and topic) to the course material, this is not subject to claims of sexual harassment. At the same time, academic freedom does not include the freedom to discriminate against or sexually harass an individual.

2.1.3.2.1 Definition of “Sexual Harassment”

Sexual harassment is defined as unwelcome sexual contact of any nature, communication (either verbal or pictorial) of a sexual or gender-based nature, or solicitation of sexual contact of any nature, when any of the above contacts or communications is not mutually agreeable to both parties and any of the following conditions apply:

1. The submission to such contact, communication, or solicitation is made explicitly or implicitly a term or condition of an individual’s employment or academic process;
2. Submission to or rejection of such contact, communication, or solicitation by an individual is used or threatened as a basis for employment or academic decisions affecting such individual;
3. Such contact, communication, or solicitation has the purpose or effect of being sufficiently severe, pervasive/persistent and objectively offensive that it could alter the conditions of education or employment, by interfering with an individual’s work, academic performance, living conditions, or status.

2.1.3.2.2 Definition of “Hostile Environment”

A hostile environment can constitute sexual harassment. The determination of whether an environment is “hostile” must be based on all of the relevant circumstances. These circumstances could include:

1. The frequency of the conduct;
2. The nature and severity of the conduct;
3. Whether the conduct was physically threatening;
4. Whether the conduct was humiliating;
5. The effect of the conduct on the alleged victim’s mental or emotional state;
6. Whether the conduct was directed at more than one person;
7. Whether the conduct arose in the context of other discriminatory conduct;
8. Whether the conduct unreasonably interfered with the alleged victim’s educational or work performance;
9. Whether the statement is a mere utterance of an epithet which engenders offense in an employee or student, or offends by mere discourtesy or rudeness; and/or
10. Whether the speech or conduct deserves the protections of academic freedom.

2.1.3.2.3 Definition of “Retaliatory Harassment”

Retaliatory harassment is defined as situations where any person retaliates using, for example, intimidation, threats, actual violence, ridicule, taunting, bullying, or ostracism against a person or their property, as a result of that person’s decision to object and/or report sexual harassment.

2.1.3.2.4 Examples of Sexual Harassment

1. A professor suggests or insists that a student have sex with the professor in exchange for a good grade. This is what is known as “quid pro quo,” i.e., an action taken in exchange for a perceived benefit.
2. An employee repeatedly sends sexually oriented jokes on an email list the employee created, even when asked to stop, causing one recipient to avoid the sender on campus and in the residence hall in which they both live.
3. Explicit sexual pictures are displayed in a professor’s office, on the exterior of a residence hall door, or on a computer monitor in public space.
4. Two supervisors frequently “rate” several employees’ bodies and sex appeal, commenting suggestively about their clothing and appearance.
5. A professor engages students in discussions in class about their past sexual experiences, yet the conversation is not in any way germane to the subject matter of the class. The professor probes for explicit details, and demands that students answer, though they are clearly uncomfortable and hesitant.

2.1.3.3 Redress of Discrimination and Sexual Harassment Complaints

Saint Leo University has established informal and formal procedures to resolve complaints involving discrimination and sexual harassment. It is the intent of the University to seek resolution by informal means whenever reasonably possible. Any complaint is best addressed as soon as possible. A demonstrable effort will be made to resolve complaints quickly and with an appropriate sensitivity to the privacy of those involved.

Faculty, staff, or administration seeking information about these procedures should see the Director of Human Resources or the Equity Officer of the University, both of whom serve as resources to any person who has a discrimination or sexual harassment complaint or inquiry. Students seeking information about these procedures in regards to another student should see the Director of Residence Life. A student seeking information about these procedures in regards to an employee of Saint Leo University should contact the Director of Human Resources or the Equity Officer.

The Equity Officer or Director of Human Resources can provide information on the informal and formal procedures for a discrimination or sexual harassment claim. Once a complaint is brought to the attention of these resources, one or both will act to investigate the allegations and issue a report. If an employee or student desires private consultation rather than institutional action, the employee or student is encouraged to seek out counselors or clergy, who may maintain confidentiality and have no legal mandate to investigate and remedy instances of discrimination or sexual harassment.

1. All employees have a responsibility to report instances of discrimination or sexual harassment about which they have information to their supervisors or to the resources named above.
2. Members of the University community who feel they have experienced discrimination or sexual harassment will usually be encouraged to first follow the informal procedure outlined below in subparagraph 2.1.2.3.1. If that procedure fails to provide satisfactory resolution of the complaint, and the complainant chooses to pursue the matter, the complainant may then follow the formal procedure as outlined in subparagraph 2.1.2.3.2. At any time that a complainant insists on a formal procedure as a first step, or when sexual harassment is physical, such as sexual assault, informal procedures should not be utilized.
3. Contact information for the Equity Officer can be found in the Human Resource Office.

2.1.3.3.1 Informal Procedure

1. Informal consultations or complaints are, except in unusual circumstances, initiated with the Equity Officer. Such initial contact will be confidential and options will be discussed. In the event that the Equity Officer is the subject of the complaint, the consultation or complaint shall be addressed directly with the Human Resources Office. The Director of Human Resources will then act in place of the Equity Officer throughout the proceedings.
2. The complainant may be informed that several techniques exist to resolve the issue directly. Effective techniques include, but may not be limited to:
 - a. Confronting the alleged harasser or discriminator to communicate feelings about the conduct at issue.

b. Writing a letter or memo to the alleged harasser or discriminator, indicating clearly what behaviors is in question, that those behaviors are unwelcome, and that they are expected to cease.

c. General sensitivity training sessions for reminders targeting the department of the accused.

3. If the complaint does not involve physical assault, the complainant may be offered the option of mediation.

4. If the complainant chooses assistance to pursue informal resolution, the Equity Officer will attempt immediately to resolve the complaint through investigation, and if appropriate, a meeting with the accused. If the complainant and the Equity Officer agree that such a meeting would not be effective or advisable under the circumstances, then they may immediately initiate the formal procedure.

2.1.3.3.2 Formal Procedure

1. The complainant who chooses to initiate formal procedures must file with the Equity Officer or the Director of Human Resources a written signed complaint specifying the name(s) of the accused, the date(s) of the incident(s) in question, and a description of the offending conduct. This formal complaint must be filed within 180 days of the alleged discrimination or harassment, or of the termination of the Informal Procedure (see subparagraph 2.1.2.3.1), though extensions may be permitted upon request upon a showing of good cause.

2. Except in unusual circumstances, within fourteen calendar days of the receipt of a formal complaint, the Equity Officer will review the complaint and determine whether it has merit on its face. If the complaint is without merit, it will be dismissed without further investigation, and the Equity Officer will promptly inform the complainant of this finding. The Equity Officer will keep a record of the complaint and his/her reason(s) for dismissal. A complainant may appeal a decision to dismiss the complaint by writing to the Assistant to the President. The Assistant to the President will review the record and either affirm or overrule the decision of the Equity Officer to dismiss. If the Assistant to the President affirms the Equity Officer's dismissal of the complaint, the decision is final and the matter shall be concluded. If the Assistant to the President overrules the Equity Officer and finds the complaint has merit, he/she will refer the complaint back to the Equity Officer for investigation.

3. If the complaint is meritorious on its face, the Equity Officer will conduct an investigation and prepare a report. The report will summarize (1) the allegations of discrimination or sexual harassment against the accused, (2) the evidence supporting or refuting the charge, (3) the Equity Officer's interviews with the complainant and the accused (including any admissions), (4) and the Equity Officer's findings. The written report will be provided to the complainant, the accused, the appropriate supervisor (as determined in consultation with the Human Resources Office), and the Human Resources Office. The findings of the Equity Officer are not subject to appeal except as hereinafter provided.

4. The supervisor and the Director of Human Resources will review the report prepared by the Equity Officer and, in the event of a finding of guilt, recommend appropriate sanctions against the accused to the proper Vice President. The Vice President will then take appropriate action to remedy the violation of policy, which shall include the institution of appropriate sanctions against the accused as set forth in subparagraph 2.1.2.3.3.

5. The accused may file an appeal to the President within ten days of the issuance of sanctions by the Vice President. The grounds for appeal shall be limited to (1) alleged violations of the procedures set forth in this policy and (2) the appropriateness of the sanctions imposed on the accused. The President shall review the Equity Officer's report and other appropriate records and, in the event of substantial procedural irregularities, will remand the matter back to the Equity Officer for reconsideration. If there are no substantial procedural irregularities, the President shall accept or modify the sanctions imposed by the Vice President. The President's decision is final and shall not be subject to further review or grievance.

6. Minor deviations from these prescribed procedures shall not render a decision invalid. These procedures are available only so long as neither party has filed or initiated a proceeding with a court or agency outside of the University, unless both parties mutually agree to continue the internal procedures set forth in this policy.

2.1.3.3.3 Sanctions and Remedies

If the Equity Officer finds that the accused has violated the University's discrimination or sexual harassment policy, the violator will be subject to reasonable disciplinary or corrective action depending on the severity of the offense. Sanctions and remedies may include, but are not limited to, a letter of reprimand, a formal warning, suspension or termination of employment, or dismissal from the University in the case of a student violator.

If the Equity Officer determines that inappropriate actions or behaviors have taken place, but not to the extent of discrimination or sexual harassment as defined in this policy, the University reserves the right to require that either or both parties undergo training, counseling, monitoring, or other such remedy that is determined to be appropriate to the findings.

2.1.3.4 Confidentiality

The University will strive to protect, to the greatest extent possible, the confidentiality of persons reporting discrimination or sexual harassment, and of those accused of discrimination or sexual harassment. Because the University has an obligation to address discrimination and sexual harassment, the University cannot guarantee complete confidentiality where it would conflict with the University's obligation to investigate meaningfully or, where warranted, take corrective action. Even when some disclosure of the University's information or sources is necessary, it will be limited in scope to the extent possible. The University will, to the extent permitted by law, keep confidential all records of complaints, responses and investigations. The records maintained by the Equity Officer shall be available only to the Equity Officer and, to the extent necessary, to administrators and other supervisors charged with responding to allegations of discrimination or sexual harassment. Allegations of discrimination or sexual harassment shall not be placed in student records or personnel files unless, after appropriate investigation, such allegations have been sustained. Records of allegations maintained by the Equity Officer which do not lead to formal hearings or personnel actions will be discarded after five years unless there are additional, more recent complaints against the same person. Any records maintained by the Equity Officer concerning an allegation about which an accused person was not given reasonably timely notice and an opportunity to respond shall not be used to justify or enhance a sanction, other than an oral or written warning, imposed for a different instance of harassment.

2.1.3.5 Non-Reprisal Clause

Neither the Equity Office, the Director of Human Resources, nor any members of the University community involved in the investigation of a discrimination or sexual harassment complaint shall be subject to interference or reprisal in their classes or jobs. Disciplinary action may be taken against any employee who retaliates against the complainant for filing a complaint.

2.1.3.6 Hostile Environment in Absence of Complaint

If the University has credible notice, either direct or indirect, of possible discrimination or sexual harassment of a member of its community, or notice of a hostile environment, then it will take immediate and appropriate steps to investigate or otherwise determine what occurred and take steps reasonably calculated to end any sexual harassment or discrimination, eliminate a hostile environment if one has been created, and prevent sexual harassment or discrimination from occurring again.

2.1.4 Consensual Relations Policy (rev. 5/27/2009)

Because of the potential for abuse or the appearance of abuse and the inherent differential in authority, Saint Leo University prohibits the following romantic and/or sexual relationships:

1. A relationship between university employee and a student currently enrolled as an undergraduate at Saint Leo University.
2. A relationship between any university employee and a graduate student, whom the employee advises, evaluates, educates, counsels, coaches or supervises in any way.
3. A relationship between any university employee and any employee whom the employee supervises, evaluates, directs, manages, has hiring/firing or salary authority over.

This prohibition does not apply to pre-existing relationships. Exceptions to this prohibition will be considered by the Office of Human Resources on a case by case basis. If an employee has had or has a consensual relationship with someone who may be hired or moved into his/her line of authority, he/she must give advance notice to the appropriate supervisor.

2.1.5 Family Education Rights and Privacy Act

In accordance with FERPA, Saint Leo University allows access to a student's educational records to all University officials who have a legitimate educational interest in the student's records. The University does not disclose or allow access to any information from a student's educational record to anyone outside the University except:

1. To officials of another institution in which the student intends to enroll;
2. To authorized representatives of the Comptroller General of the United States, the Secretary of the United States, or state educational authorities;
3. To determine eligibility or for enforcement of financial aid programs;
4. To state agencies which require disclosure under state laws existing before November 19, 1974;
5. To organizations conducting certain studies for or on behalf of the University;
6. To accrediting organizations to carry out their functions;

7. To parents of a dependent student, as defined in Section 152 of the Internal Revenue Code of 1954;
8. To comply with a judicial order or lawful subpoena;
9. To appropriate parties in a health or safety emergency;
10. Directory information as designated by the University;
11. As otherwise allowed by law; or
12. When the student has provided written consent.

For all outside disclosures of information which are made without the written consent of the student, the University maintains a record in the student's file of the name of the party who obtained the information and the legitimate interest which the person had in obtaining the information.

The University has designated the following as directory information: student name, address, telephone number, date and place of birth, major, minor, dates of attendance, degrees, awards and honors received, the most recent educational institution attended, participation in recognized activities, and height and weight of members of athletic teams. As stated above, directory information may be released without the student's prior written consent unless the student has requested that directory information be withheld by completing a Request to Withhold Directory Information Form which may be obtained in the Office of the Registrar or in the Regional Continuing Education Center Office. The request will remain on file until withdrawn by the student.

Students are annually notified of their rights under the act by publication in the class schedules. Students have the right to inspect and review information contained in their educational records, to challenge the contents of their educational records, to have a hearing if the outcome of the challenge is not satisfactory, and to submit explanatory statements for inclusion in their files if the decision of the hearing is unsatisfactory. Students wishing to review their educational records must make written requests to the Registrar listing the items of interest. The records will be provided within 30 days of the request. Students may request that copies be made of their records with charges being assessed at the prevailing rate set by the Registrar.

Educational records do not include records of instructional, administrative, and staff personnel which are the sole possession of the maker and are not accessible or revealed to any individual; records of the security department as they pertain to law enforcement; student health or psychological records; employment records; or alumni records which do not relate to the person as a student. A licensed physician selected by the student may review health records. In addition, students do not have the right to inspect or review the financial information submitted by their parents; confidential letters and recommendations to which the right of inspection has been waived; and educational records containing information about more than one student, in which case students will be permitted access only to the parts of the record that pertain to them.

Students who believe that their educational records as maintained by the University contain information that is inaccurate or misleading, or is otherwise in violation of their privacy or other rights may request that the Registrar amend the records. The Registrar will review the request and render a written decision within 30 days of the request. If the student's request is denied, the student may request a formal hearing in writing. The hearing panel will be designated by the Vice President for Academic Affairs and will schedule a hearing within 30 days of the student's

request. The student will be provided with a reasonable notice of the date, place, and time of the hearing. At the hearing, the student may present evidence relevant to the issues and may be assisted by persons of their choice, including attorneys, but at their own expense. The decision of the hearing panel is final and will be based solely on the evidence presented at the hearing. The decision will include a summary of the evidence and the reasons for the decision and will be forwarded to the student and all interested parties. If the decision requires that the student's record be amended, the appropriate University official responsible for maintaining the record will correct the record. If the student is dissatisfied with the decision of the panel, the student may place a statement in the student's educational record commenting on the information in the record. Such statement will be released whenever the record is disclosed.

2.1.5.1 Student Record Release under the Solomon Amendment

The Solomon Amendment is a federal law that mandates colleges and universities receiving federal financial aid funding to provide student recruiting information upon request by military recruiting organizations. The records and information released by the University is limited to military recruiting purposes only. The request for information must be in writing on letterhead that clearly identifies the military recruiting organization. Military recruiters must be from one of the following military organizations:

1. Air Force;
2. Air Force Reserve;
3. Air Force National Guard;
4. Army;
5. Army Reserve;
6. Army National Guard;
7. Coast Guard;
8. Coast Guard Reserve;
9. Navy;
10. Navy Reserve;
11. Marine Corps; and
12. Marine Corps Reserve.

The release of student recruiting information follows the FERPA guidelines defining student directory information (see above). Students are not permitted under federal law to restrict the release of this information specifically to military organizations, but if students withhold the release of directory information generally, then the University may not release this information to military organizations. The directory information released is limited to the current semester or the previous semester. If the request is received between semesters, the requestor must specify previous semester or upcoming semester. Further, students must be in an enrolled status (this includes both students with incomplete and complete registration status).

2.1.6 Institutional Policies on Disabilities

The primary mission of Human Resources is to assist individuals with disabilities in receiving reasonable accommodations as employees or applicants. The office is committed to equal employment opportunity. The office is also committed to increasing the awareness and responsiveness of the University community to students with disabilities. Each member of the University community contributes to the diversity and wealth of the whole.

2.1.6.1 Employees with Disabilities

See Volume III, Subsection 3.3.7.

2.1.6.2 Students with Disabilities

Section 504 of the 1973 Federal Rehabilitation Act and the 1990 American with Disabilities Act (ADA) require that Saint Leo University makes reasonable modifications of policies and practices and provide certain individualized services to otherwise qualified students with disabilities. In the spirit of these federal mandates and because of a commitment to education, Saint Leo University assists those who, although disabled in some way, are potentially capable of the successful completion of a degree program. Individuals with disabilities may include, but are not limited to, those with learning disabilities (including Attention Deficit Disorder), visual or auditory impairments, speech impairments, mobility impairments, emotional illness, head trauma or medical conditions that substantially limit one or more major life activities as specified in the law. Specific accommodations will be decided on a case-by-case basis, in accordance with federal law, depending on the type and extent of the disability. Please refer to Appendix 2.1.5.2 for specific policies and procedures addressing student with disabilities.

2.1.6.3 Service Animal Policy

Service animals are animals trained to assist people with disabilities in the activities of normal living. The Americans with Disabilities Act (ADA) defines service animals as “any animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals who are hearing impaired to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair or fetching dropped items.” If an animal meets this definition, it is considered a service animal regardless of whether it has been licensed or certified by a state or local government or a training program. Saint Leo University complies with the ADA in allowing use of service animals. However, because of health and safety concerns, use of such animals is regulated by Human Resources.

2.1.6.3.1 Definitions

1. Pet: A domestic animal kept for pleasure or companionship. Pets are not permitted in University facilities.
2. Service Animal: Any animal individually trained to do work or perform tasks for the benefit of a person with a disability. Service animals are usually dogs, but may be monkeys. A few other animals have been presented as service animals. A service animal is sometimes called an assistance animal. If there is a question about whether an animal is a service animal, contact Human Resources.

3. Types of Service Dogs:

- a. A Guide Dog is a carefully trained dog that serves as a travel tool for persons with severe visual impairments or who are blind.
- b. A Hearing Dog is a dog that has been trained to alert a person with significant hearing loss, or who is deaf, when a sound, e.g., knock on the door, occurs.
- c. A Service Dog is a dog that has been trained to assist a person who has a mobility or health impairment. Types of duties the dog may perform include: carrying, fetching, opening doors, ringing doorbells, activating elevator buttons, steadying a person while walking, helping a person up after the person falls, etc. Service dogs are sometimes called assistance dogs.
- d. A SSigDog is a “Social Signal” dog trained to assist a person with autism. The dog may alert the partner to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping). Recognizing familiar persons in a crowd, steering around a mud puddle, or responding to others’ social signals are possible roles for a SSigDog. A person with autism may have problems with sensory input and need the same support services from a dog that a dog might give to a person who is blind or deaf.
- e. Seizure Response Dog is a dog trained to assist a person with a seizure disorder. How the dog serves the person depends on the person’s needs. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have somehow learned to predict a seizure and warn the person in advance.

2.1.6.3.2 Requirements for Faculty, Staff, and Students

1. Allow a service animal to accompany the partner at all times and everywhere on campus, except where service animals are specifically prohibited. The courts have upheld the rights of service animal owners to take animals into food-service locations.
2. Do not pet a service animal; petting a service animal when the animal is working distracts the animal from required tasks.
3. Do not feed a service animal. The service animal may have specific dietary requirements. Unusual food or food at an unexpected time may cause the animal to become ill.
4. Do not deliberately startle a service animal.
5. Do not separate or attempt to separate a partner/handler from the service animal.

2.1.6.3.3 Requirements of Service Animals and Their Partners/Handlers

1. Identification and Other Tags: The animal must have tags or some other method of indicating ownership and rabies clearances. It is suggested that service animals be fitted with some identifying equipment such as a harness, cape or backpack as appropriate. Minimal equipment is a leash by which the animal is kept under control.
2. Health and Vaccinations: The animal must be clean and in good health. Animals to be housed in campus housing must have an annual clean bill of health from a licensed veterinarian. Dogs must have had a general maintenance vaccination series against rabies, distemper, and parvo virus. Other animals must have had the appropriate vaccination series

for the type of animal. All vaccinations must be current. Dogs must wear a rabies vaccination tag. Proof of vaccination must be filed with Human Resources.

3. Leash: The animal must be on a leash at all times when outside of a residential room.
4. Under Control of Partner/Handler: The partner/handler must be in full control of the animal at all times. The care and supervision of a service animal is the sole responsibility of its partner/handler. The animal must be maintained and used at all times in ways that do not create safety hazards for other persons.
5. Cleanup Rules:
 - a. Always carry equipment and bags sufficient to clean up the animal's feces.
 - b. Properly dispose of the feces.
 - c. Persons who are not physically able to pick up and dispose of feces are responsible for making all necessary arrangements for assistance. The University is not responsible for these services.
6. Training Certification: If an animal is certified by a training program stating that the animal has successfully completed training, a copy of the certificate must be filed with Human Resources.

2.1.6.3.4 Conditions for Keeping a Service Animal

1. Disruption: The partner of an animal that is unruly or disruptive (e.g., barking, running around, aggressiveness toward others, bringing attention to itself) may be asked to remove the animal from University facilities. If the improper behavior happens repeatedly, the partner may be told not to bring the animal into any University facility until the partner takes significant steps to mitigate the behavior. Mitigation may include muzzling a barking animal or refresher training for both the animal and the partner.
2. Ill Health: Service animals who are ill shall not be taken into public areas. A person with an ill animal may be asked to leave University facilities.
3. Registration Required: All service animals must be registered with the Human Resources. Failure to register or maintain a service animal as required above may subject the owner/partner to fines or refusal by the University for the animal to remain on campus.

2.2 Health Policies

2.2.1 Alcohol and Drug Policies

2.2.1.1 Drug Free Workplace Policy

Drug abuse in the workplace endangers the health and safety of the public and of University employees and students. Saint Leo University strives to maintain a drug-free workplace - unlawfully possessing, dispensing, manufacturing, or using illegal or controlled substances is prohibited on University property, in University vehicles, or while conducting University business. Appropriate corrective action up to and including termination of employment, will be taken against any employee who violates the University's Drug Free Workplace policy.

As a condition of continued employment, employees must be drug-free in the workplace, and comply with the terms of this policy. The University will provide notification, education, assistance, and training as required by law.

This policy is in addition to the University's policy on substance abuse testing for security personnel and vehicle operators. See Volume III, Subsection 3.3.5.

The University reserves the right to suspend and/or terminate an employee arrested, charged and/or convicted of unlawful possession, dispensing, manufacturing, sale or use of an illegal or controlled substances.

2.2.1.1.1 Drug Statute Convictions

An employee who is convicted of violating a drug law in the workplace must report the conviction to the appropriate department head within five days. Failure to report a conviction will be subject to corrective action up to and including termination of employment.

If the employee is working on a federal government grant or contract, the department head must inform the appropriate Vice President, who will in turn report the conviction to the Human Resources Department and the President.

The report of the conviction, when applicable, will be made to the federal government within ten days of notification.

2.2.1.1.2 Corrective Action

1. **Distributing Illegal Drugs:** The University will terminate the employment of any individual who is convicted of unlawful manufacture, distribution, dispensation, or possession with intent to distribute or dispense an illegal and/or controlled drug in the workplace within 30 days of receiving notice of the employee's conviction.
2. **Using Illegal Drugs:** The University will take corrective action against any individuals convicted of possession with intent to use an illegal and/or controlled drug in the workplace within 30 days of receiving notice of the employee's conviction. Corrective actions may include the termination of employment - lesser sanctions may require the employee to satisfactorily participate in an approved drug abuse assistance or rehabilitation program.

In either case (using or distributing illegal drugs), the University may conduct an inquiry and impose a sanction using the procedures outlined below under Administrative Review.

3. **Administrative Review:** When a conviction is reversed for procedural irregularity, the University may conduct an inquiry and take appropriate corrective action. Inquiries concerning faculty members will be conducted in accordance with the guidelines as set forth in the Collective Bargaining Agreement and Volume IV, whichever is applicable.

The University may also conduct inquiries and impose corrective action sanctions including termination in cases of drug-related activities in the workplace for which an employee has not been criminally convicted. The University will follow normal procedures governing faculty and staff misconduct and may take corrective action up to and including termination of employment.

For more information concerning the University's Drug-free Workplace policy, contact the Human Resources.

2.2.1.2 Student Alcohol and Drug Policies

See Volume VI, Subsection 6.2.1.

2.2.2 Exposure to Blood Borne Pathogens

Saint Leo University in compliance with 29 CFR 1910.1030 monitors the occupational exposure of each employee to blood or other potentially infectious materials (OPIM). Occupational exposure is defined by OSHA as the “reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee’s duties.”

2.2.2.1 Review/Update

This plan is reviewed annually and updated accordingly with regards to University policy changes and changes in OSHA regulations.

2.2.2.2 Exposure Determination

The occupational exposure of each position is reviewed by the Office of Risk Management. All exposure determinations are made without regard for personal protective equipment (PPE).

All employees belonging to the following job classifications can anticipate occupational exposure to blood or OPIM.

- Athletic Trainers
- Athletic Coaches
- Fitness Center Staff
- Pool Staff/Lifeguards
- Campus Security and Safety
- Health Center

Some employees belonging to the following classification can anticipate an occupational exposure to blood or OPIM.

- Campus Life Staff
- Staff certified through Saint Leo Professional Development in AED/CPR and First Training

The following tasks/procedures or groups of tasks and procedures provide occupational exposure:

- Responding to accidents on campus
- Responding to emergency events on campus

2.2.2.3 Engineering and Work Practice Controls

Engineering and work practice controls are utilized to eliminate or minimize exposure to employees. Where occupational exposure remains after institution of these controls, personal protective equipment must also be used. The following engineering controls are used at Saint Leo University:

- sharps containers, splash guards, biosafety cabinets, mechanical pipetting devices, safety equipment for centrifuges, needleless devices
- Hand washing facilities are located throughout the campus. Each restroom is equipped with sinks, soap, and towels or electric dryers.
- In areas of very high likelihood of exposure, antiseptic hand sanitizer and/or antiseptic towelettes will be available. However, this does not substitute hand washing. Employees exposed to blood or OPIM should wash hands and other areas of contact as soon as possible.
- Additionally, mucous membranes that have come in contact with blood or OPIM must be flushed with water as soon as possible. Laboratories are equipped with sinks. Eyewash stations and showers can be found at the following locations:
 - DeChantal Hall 125
 - Lewis Hall 208 (eye wash only)
 - Lewis Hall 217
 - Lewis Hall 224 (eye wash only)
 - Lewis Hall 308
 - Lewis Hall 320

2.2.2.4 Sharps

Contaminated needles and other contaminated sharps must be discarded as soon as possible. They cannot be recapped, bent, removed, sheared or purposely broken. Do not remove needles from the syringe. Needles and other contaminated sharps may only be recapped, bent or removed unless there is no alternative or the action is required for a specific medical or dental procedure. Contaminated sharps must be placed directly into a red sharps container as soon as possible.

Sharps containers provided by Saint Leo University are closable, puncture resistant, colored fluorescent orange-red with a biohazard label. The sharps containers are leakproof on the sides and bottom. Sharps containers are located at the following locations:

- Student Health Center, DeChantal Hall room 125
- Lewis Hall Room 208
- Lewis Hall Room 217
- Athletic Training Room in Bowman Center

Additional sharps containers can be requested through Student Health Center in the event they are needed in other locations.

When a sharps container is close to becoming full please contact the Student Health Center to schedule a pick up. Close the container to prevent overflowing and replace with a clean, decontaminated sharps container in the upright position. All sharps containers will remain closed during removal, transport, or shipment. If the primary storage container is contaminated, the container must be placed in a secondary container which must be colored fluorescent orange-red and labeled with the biohazard symbol. If the primary storage container may leak, the container must be placed in a secondary container which must be colored fluorescent orange-red and labeled with the biohazard symbol.

Contaminated sharps that are reusable shall be placed in appropriate containers until they can be properly decontaminated. However, Saint Leo University does not and will not require employees to reach by hand into containers storing reusable contaminated sharps. The University will provide tongs and or forceps.

Place all needles and sharps in properly labeled sharps disposal containers. These must be easily accessible to personnel, replaced before getting too full, puncture resistant, leak-proof, and closeable to assure containment.

- **DO NOT** throw sharps in wastebaskets, leave on work surfaces, or pockets of lab coats. Laundry, housekeeping, custodial, and waste hauling personnel are at risk of acquiring a needle-stick due to carelessness on the part of others.

2.2.2.5 Sharps Injury Log

Any employee who is injured as a result of coming in contact with sharp that penetrates the skin must be reported to Human Resources. All information regarding the injury will be recorded and maintained by Human Resources. The log will contain the following information:

- Type and brand of device involved
- Department or work area where exposure incident occurred
- Explanation of how it occurred

Please see Appendix B for the Sharps Injury Log and Sharps Injury Form.

2.2.2.6 Work Area Restrictions

Food and drink are prohibited in any area where there is a reasonable likelihood of occupational exposure. In addition, all food and drink is prohibited from being stored in any refrigerators, freezers, shelves, cabinets or on countertops or benchtops where blood or OPIM are present.

Additionally, it is prohibited to apply cosmetics or lip balm, handle contact lenses, or smoke in work areas where there is a reasonable likelihood of occupational exposure.

2.2.2.7 Mouth Pipetting/Suctioning of Blood or OPIM

All procedures will be conducted in a manner that will minimize splashing, spraying, splattering, and generation of droplets of blood or other potentially infectious materials. Due to this fact, mouth pipetting or suctioning of blood or OPIM is prohibited.

2.2.2.8 Blood or OPIM specimens

Specimens of blood or OPIM will be placed in a container which prevents leakage during collection, handling, processing, storage, transport or shipping. The container must be closed prior to storage, transport or shipping. The container will be colored fluorescent orange-red and labeled with the biohazard symbol.

If the primary storage container is contaminated, the container must be placed in a secondary container which must be colored fluorescent orange-red and labeled with the biohazard symbol. If the primary storage container can be punctured, the container must be placed in a secondary container which must be colored fluorescent orange-red and labeled with the biohazard symbol.

2.2.2.9 Contaminated Equipment

Equipment that has become contaminated with blood or other potentially infectious materials shall be examined prior to servicing or shipping and shall be decontaminated as necessary unless decontamination of the equipment is not feasible. Equipment that cannot be wholly decontaminated will be labeled with a fluorescent orange-red label with a biohazard label and list the portions that were not decontaminated. Any individual who becomes aware of contaminated equipment must report the contamination to his/her supervisor. The supervisor is responsible for coordinating with Housekeeping or other designated staff to have the equipment decontaminated.

2.2.2.10 Personal Protective Equipment

Saint Leo University provides personal protective equipment (PPE) to meet the exposure needs of its employees. All PPE will be provided free of cost to the employee. The University will only provide equipment that does not permit blood or OPIM to pass through to or reach the employee's skin or mucous membranes under normal conditions of use and for the duration of time for which the protective equipment will be used.

If an employee declines the use of PPE, under extraordinary circumstances, and it was the employee's professional judgment in the specific instance it use would have prevented the delivery of health care or public safety services or would have posed an increased hazard to the safety of the worker or co-worker, the Office of Risk Management will investigate and document the event in order to determine what, if any changes, can be made to prevent future similar occurrences.

Personal protective equipment will be stored in the following areas:

- Campus Security and Safety
- Health and Wellness Center
- Athletic Training Room
- Fitness Center
- Pool Office

2.2.2.11 Cleaning, Laundering, and Disposal of Personal Protective Equipment

All personal protective equipment will be cleaned, laundered, repaired, replaced and/or disposed of by the employer at no cost to employees. Immediately (or as soon as feasible) remove garments penetrated by blood. All personal protective equipment will be removed prior to leaving the work area. The following protocol has been developed to facilitate leaving the equipment at the work area:

- Clothing of assorted sizes will be stored at campus safety
- Biohazard bags will be stored at campus safety
- Employees who have come in contact with blood or OPIM
 - Remove PPE and place in small biohazard bag
 - Remove affected clothing and place in dissolvable laundry bag. The laundry bag containing clothing should then be placed in a large biohazard bag
- Biohazard bags (other than those containing clothing) will be collected by the Student Health Center and disposed of properly.
- Laundry will be cleaned by trained personnel using Saint Leo washing facilities in the Bowman Center in the method prescribed by the Center for Disease Control by the Athletic Training department.

2.2.2.12 Gloves

Gloves shall be worn where it is reasonable to anticipate employees will have hand contact with blood, other potentially infectious materials, non-intact skin, and mucous membranes.

Disposable gloves are not to be washed or decontaminated for re-use and are to be replaced as soon as practical when they become contaminated. If they are torn, punctured, or when their ability to function as a barrier is compromised, they need to be replaced as soon as feasible.

Utility gloves may be decontaminated for re-use provided that the integrity of the glove is not compromised. Utility gloves are to be discarded if they are cracked, peeling, torn, punctured, or exhibit other signs of deterioration or when their ability to function as a barrier is compromised.

2.2.2.13 Eye and Face Protection

Masks in combination with eye protection devices, such as goggles or glasses with solid side shields, or chin length face shields, are required to be worn whenever splashes, spray, splatter, or droplets of blood or other potentially infectious materials may be generated and eye, nose, or mouth contamination can be reasonably anticipated.

2.2.2.14 Protective Clothing

Appropriate protective clothing such as, but not limited to, gowns, aprons, lab coats, clinic jackets or similar outer garments shall be worn in occupational exposure situations. The type and characteristics will depend on the task and degree of exposure anticipated. In addition surgical caps or hoods and/or shoe covers of boots shall be worn in instances when gross contamination can reasonably be anticipated.

2.2.2.15 Housekeeping

Saint Leo University outsources its housekeeping duties to a third party to ensure worksites are maintained in a clean and sanitary condition. Housekeepers are scheduled daily to clean all areas of campus. However, in the event occupational exposure occurs it must be reported immediately to ensure speedy decontamination.

All equipment, working, and environmental surfaces will be decontaminated appropriately once housekeeping or other appropriate designated person is notified the surface has come in contact with blood or OPIM or at the end of the working day.

Protective coverings over equipment, working, or environmental surfaces will be removed, replaced, and disposed of properly when they become overtly contaminated or it is likely they became contaminated during the working shift.

All bins, pails, cans, and other similar receptacles are inspected and decontaminated on a regular scheduled basis. Furthermore, these items are decontaminated as soon as feasible upon visible contamination.

2.2.2.16 Laundry Procedures

Laundry contaminated with blood or other potentially infectious materials must be handled as little as possible. Such laundry must not be sorted or rinsed in the area of use, but placed directly into laundry bags.

All employees who handle contaminated laundry will utilize personal protective equipment to prevent contact with blood or other potentially infectious materials. If laundry is wet with contaminated fluids, make sure the laundry bag will contain the fluid. If the bag leaks, place it inside another plastic bag.

Laundry will be cleaned at the Bowman Center using the method prescribed by the Center for Disease Control by the Athletic Trainer department. Those individuals cleaning contaminated laundry will wear protective gloves and fluid resistant aprons or gowns while handling and sorting soiled linen.

2.2.2.17 Hepatitis B Vaccination

All employees who have potential exposure to blood or other potentially infectious materials will be offered the hepatitis B vaccine, at no cost. The vaccine will be offered within 10 working days of their initial assignment to work involving the potential for occupational exposure to blood or other potentially infectious materials. If the employee has previously received a hepatitis B or the vaccine is contraindicated for medical reasons, then the employee will not be provided the hepatitis B vaccine.

Though, some individuals naturally carry immunity to hepatitis B, Saint Leo University will not ask an employee to submit to prescreening before providing the vaccination.

Those employees who decline the vaccination must sign the waiver in **Appendix A**. Any employee who has previously declined the vaccination will still be eligible for the shot free of charge provided the employee still holds a position with occupational exposure.

Additionally, if at any time a booster shot is deemed necessary for the hepatitis vaccination serious, Saint Leo University will provide this at no cost to the employee as well.

2.2.2.18 Post Exposure Evaluation and Follow Up

Employees exposed to blood or OPIM must notify the Human Resource department as soon as feasible. Any employee exposed to blood or OPIM during the course of work, will received medical evaluations, follow up monitoring, and prophylaxis at no cost to the employee. This will be monitored by a licensed healthcare professional and will be provided following the recommendations of the US Public Health Services. The University will also ensure that all tests are conducted at an accredited laboratory at no cost to the employee.

Upon notification of an exposure of an exposure incident, the University shall immediately make available to the exposed employee a confidential medical evaluation and follow up including documentation of the route(s) of expose, and the circumstances under which the exposure occurred, identification and documentation of the source individual, unless it is infeasible or prohibited by state or local law to do so.

The sources blood shall be tested as soon as feasible after consent is obtained in order to determine HBV or HIV infectivity. If legally required consent cannot be obtained, the University will provide this information to the employee. However, if legal consent is not required, and the sources blood is available it shall be tested and the result documented. If the source is already known to be infected with HIV or HBV testing is not required.

Results of the test will be provided to the impacted employee. The employee will be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual. The employee's blood will be collected for testing as soon a possible after consent is obtained. The blood will be held for baseline HIV serologic testing for a maximum of 90 days. The employee can elect for that sample to be tested during those 90 days.

Employees will also be provided free of charge any post-exposure prophylaxis when recommended by the US Public Health Service, Counseling, and evaluation of reported illnesses.

2.2.2.19 Information provide to Healthcare Professional

The healthcare professional responsible for the employee's hepatitis B vaccination will be provided:

- a copy of 29 CFR 1910.1030
- description of the exposed employee's duties as they relate to the exposure incident
- documentation of route(s) of exposure and circumstance under which exposure occurred
- results of source individual's blood testing, if available
- all medical records relevant to the appropriate treatment of the employee including vaccination status

Healthcare Professional Written Opinion

The University shall obtain and provide the employee with a copy of the evaluating healthcare professional's written opinion within 15 days of the completion of the evaluation.

For Hepatitis B vaccination:

The opinion shall be limited to whether the Hepatitis B vaccination is indicated for an employee and if the employee has received such vaccination.

For Post Exposure Evaluation:

The opinion shall be limited to the following:

- Employee informed of results
- Employee has been told about medical conditions resulting from exposure to blood or OPIM which require further evaluation or treatment

**All other information shall remain confidential and will not be included in the written report.

2.2.2.20 Training

All employees with occupational exposure will be required to participate in an annual training program at no cost. Employees will be trained upon assignment to position with occupational exposure and will then be trained once annually thereafter by a knowledgeable individual.

During the training session employees will:

- Be provided an accessible copy of 29 CFR 1910.1030,
- Background information on blood borne pathogens and their symptoms
- Modes of transmission
- Brief explanation of the exposure control plan and how to obtain a copy
- Appropriate methods for recognizing task and other activities that may involve exposure to blood or OPIM
- Explanations of use and limitations of methods to prevent and reduce exposure
- Types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment
- Reason for selection of personal protective equipment
- Hepatitis B vaccination information, including its efficacy, safety, method of administration, benefits of being vaccinated, and it will be offered free of charge
- Appropriate actions to take and persons to contact in an emergency involving blood or OPIM
- Procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow up that will be made available
- Information on the post exposure evaluation and follow up that the University is required to provide for the employee following an exposure incident
- Explain signs and labels
- Question and Answer session

2.2.2.21 Record Keeping

For information on maintain health records and training records pertaining to the plan please see the Document Retention and Destruction Policy in the Policy Manual.

2.2.3 Health Insurance Portability and Accountability Act (HIPAA)

The University complies with the Health Insurance Portability and Accountability Act (HIPAA) which governs employee and students' medical records, their review, and their dissemination. For a copy of the University's entire HIPAA policy, please contact Human Resources or the Health Center.

2.2.4 Hepatitis B Vaccine (HBV)

This policy is currently under consideration.

2.2.5 Serious Disease Policy

It is the policy of Saint Leo University to allow each student or employee to participate as a member of the University community as fully as possible. Cases of AIDS or other communicable diseases will be handled by weighing the individual's right to privacy, ability to function normally, the potential risk to other members of the University community, and the most current medical and legal information. A demonstrable effort will be made to protect a person's confidentiality, except where required by law or deemed strictly necessary for the protection of other individuals.

Any person with AIDS or other communicable diseases shall report the condition immediately to the Health Center. Individuals who believe they may have been exposed to the virus or is at risk should seek immediate assistance from the Health Center. It is the desire of Saint Leo University to assist all members of its community fairly and supportively. For more information about AIDS, other communicable diseases, or this policy, contact the Health Center, Human Resources, or Student Services.

2.2.6 Smoking Policy (rev 5/27/2009)

To promote the health and safety of employees, students, and visitors, the University maintains an environment that is reasonably free from tobacco smoke. To this end, the University adheres to applicable laws concerning smoking and has established smoking regulations to help protect the health of employees, students, and visitors. This includes the restrictions on smoking contained in the Florida Clean Indoor Air Act, Florida Statutes Chapter 386.

The following rules apply to smoking:

1. Smoking is prohibited in all enclosed workplace locations. An "enclosed indoor workplace" includes any place, including hallways, where one or more people work and which is bounded by physical barriers as follows:
 - a. More than 50% of the space is covered from above by a physical barrier that excludes rain, and
 - b. More than 50% of the space's sides are covered by closed physical barriers.

Under this requirement of the Florida Clean Indoor Air Act, the first and second floor hallways of St. Francis Hall are "enclosed indoor workplaces."
2. Smoking is allowed in outdoor locations, except those designated as no-smoking areas.
3. Smokers may not smoke within 25 feet of any entrance to any campus building.

The University adheres to laws concerning posting of signs designating no smoking areas. Adequate signs are visible at entrances and inside of buildings and elevators to inform the public of applicable smoking regulations.

University managers and supervisors must ensure that employees and students alike adhere to this policy. Faculty, staff, and students are responsible for informing visitors of this policy and directing smokers to designated smoking areas.

2.3 Campus Safety and Security Policies

2.3.1 Department of Campus Safety

A University's campus is an important part of the local community that it serves. As in any neighborhood, it is important that the students, faculty, and staff realize they should take every possible precaution to prevent assault and crime against themselves or others.

The Campus Safety staff of Saint Leo University recognizes that the University campus is part of the community and experiences the risks and threats of society as a whole. Saint Leo University has established programs and systems involving personnel, procedural methods, and physical means to provide as safe and secure an environment on campus as possible.

The departments of Student Affairs, Residence Life, and Campus Safety provide information and assistance on self-protection to employees, students, and residents. However, each person also must take action to self-protect.

Lack of vulnerability is the key to protection. A criminal, and especially the sexual assaulter, looks for and exploits perceived weaknesses. The less vulnerable the person, residence, or vehicle appears, the less chance of assault, loss, theft, or robbery is to occur. The information provided in this subsection is designed to inform, advise, and alert campus occupants about Saint Leo University policies and procedures on crime awareness and reporting. Also, crime methodology and crime prevention techniques are provided to assist in self-protection.

2.3.1.1 General Campus Safety Department Policies

The Saint Leo University Campus Safety Department is open 24 hours a day, seven days a week for the protection and service of the students, faculty, staff, and visitors. It also is an information center for visitors. Campus Safety officers patrol the campus by foot and also in a marked vehicle. Campus Safety has an emergency telephone extension (8333) for all individuals living and working on campus. This is a 24-hour telephone service always staffed for immediate response. Those students living off campus do not have this service. They should always utilize the 911 service for law enforcement, rescue, ambulance, and fire.

The Saint Leo University Campus Safety Department personnel are not police officers and are not empowered as such, but they do work closely with local law enforcement in the event they are needed.

The Campus Safety Department must be contacted as soon as possible in all instances of criminal occurrences, such as loss of property, threats, assaults, injury, or attempted crimes. Campus Safety, in turn, immediately contacts the local police to assist. The Assistant Vice President for Student Affairs is notified after the police are called.

Quick response and good communication with Campus Safety help eliminate threats and hazards. Therefore, all Saint Leo University students, employees, faculty, and staff members should contact Campus Safety with any and all concerns for safety and security at:

352-588-8333 Emergency;
 352-588-8432 Non-emergency; or
 352-588-8432 Information.

2.3.1.1.1 *ALERTNOW Notification System*

The safety of the students, faculty, and staff at Saint Leo University is a top priority. For that reason, the University has chosen to adopt the Saf-T-Net ALERTNOW Notification Service. This service allows the University to quickly send a message to members of the campus community by either phone or email to alert them to emergency situations at Saint Leo University.

The message will impart important information concerning urgent topics including hurricane related announcements. It may be used to give emergency instructions or delivery of other vital information concerning the University.

Members of the campus community may choose to be notified by either phone and/or email, including text messages to a cell phone. The delivery success of the message is only as accurate as the contact information provided to the University. So, if this information changes throughout the year, please return to the ALERTNOW web page and update contact information.

2.3.1.1.2 *Arson, False Fire Alarm, or Endangering the Safety of Others*

Setting a fire or attempting to do so, setting of a false alarm or discharging or misusing fire fighting or fire safety equipment endangers the safety of others and cannot be tolerated. The unauthorized use of fire fighting or safety equipment will result in severe disciplinary action. Behavior that results in an endangerment to the safety of others will result in swift and severe action.

2.3.1.1.3 *Dishonesty*

Any dishonesty, cheating, forgery, lying, and willfully taking advantage of another person will result in disciplinary action. It is a violation to falsify records, documents, I.D. cards, or driver's licenses.

2.3.1.1.4 *Disorderly Conduct*

Academic enrichment must take place in an environment which respects the rights of others and the institution, even when individuals may have different personal views or standards.

Behavior which disrupts the normal functioning of events or activities or infringes on the privacy, privileges, or rights of others is prohibited. This includes, but is not limited to, interfering with the freedom of movement of others; interfering or impeding the rights of others to enter, use, or leave a facility or activity; exhibiting conduct which is unbecoming of a Saint Leo University student or employee; interference with academic freedom or freedom of speech; and/or use of abusive, degrading or demeaning language, especially pertaining to race, color,

religion, ethnic or national origin, age, disability, genetic information, gender, or sexual orientation.

2.3.1.1.5 Escort Services

Campus Safety provides escorts (rides) from their main campus office as scheduled below (and 10 minutes before each listed time from the Library) to the residence hall at the west side of campus:

8 pm – 10 pm – 12 Midnight – 2 am Sunday thru Saturday

This is another step Saint Leo University takes in providing better safety.

2.3.1.1.6 Firearms, Dangerous Weapons, Explosives, Lethal Materials

Unauthorized use, possession, or storage of these or other potentially dangerous items on University premises or at University-sponsored activities, whether or not a federal or local license to possess the same has been issued, is strictly prohibited.

2.3.1.1.7 Personal Safety Measures

Listed below are some reminders of how to ensure better security:

1. Keep doors locked at all times (residence and vehicle.)
2. Do not prop doors open.
3. Walk, jog or travel with a friend.
4. Notice and be aware of suspicious persons and conditions.
5. Stay in well-lit areas (on and off campus).
6. Call Campus Safety (Ext 8333) to report any suspicious incident/crime. Note: If off campus, call local law enforcement (911).
7. Avoid giving out personal information or making appointments with strangers over the phone.
8. To help deter theft of personal property, engrave or mark all valuable property. Engravers are available at Campus Safety.
9. Don't offer rides to strangers.
10. If room or office keys are lost, report it immediately to Residence Life or Campus Safety.
11. When using a personal vehicle, keep the doors locked at all times. Before entering a vehicle, always look under the vehicle and in the back seat.

Special student programs and information are provided by the Departments of Student Affairs and Residence Life in the following forms:

1. Personal contact;
2. Student orientation;
3. Information booklets; and
4. Lectures by Residence Life and Security.

2.3.2 Clery Act

The Federal Student Right-to-Know and Crime Awareness and Campus Security Act of 1990, is federal legislation requiring colleges and universities to disclose certain timely and annual information about campus crime and security policies. All public and private institutions of post-secondary education participating in federal student aid programs are subject to it and required to provide this information.

Annual Campus Criminal Statistical Information is available from the Department of Campus Safety. The report can also be viewed on the University's Web Site.

2.3.3 Emergency Response Policies

2.3.3.1 Emergency or Disaster Procedures

2.3.3.1.1 Medical Emergency Procedure

1. Protect the victim from further injury by removing any persistent threat to the victim. Do not move the victim unnecessarily. Do not delay in obtaining trained medical assistance.
2. Seek medical response by calling 9-911 and then notify Campus Safety of the location, nature, and extent of the injury by calling ext 8333. Always call from a safe location.
3. Provide first aid until help arrives if appropriate training and equipment is available and it is safe to do so.
4. Send someone outside to escort emergency responders to the appropriate location, if possible.

2.3.3.1.2 Fire or Explosion Emergency Procedure

1. In the event of an explosion:
 - a. Take shelter against a desk or a sturdy table.
 - b. Exit the building as soon as possible.
 - c. Do not use elevators.
 - d. Check for fire and other hazards.
2. If trapped in debris:
 - a. If possible, use a flashlight or whistle to signal a location to rescuers.
 - b. Avoid unnecessary movement so dust is not kicked up.
 - c. Cover nose and mouth with anything at hand.
 - d. Tap on a pipe or wall so that rescuers can hear the proper location.
 - e. Shout out only as a last resort. Shouting can cause a person to inhale dangerous amounts of dust.

2.3.3.1.3 Hurricane Procedure

See Volume VI, Subsection 6.3.2.4.65.

2.3.3.1.4 Tornado/Severe Weather Procedure

1. Alert people to move to the lowest floor available in the building.
2. Select the safest and most structurally sound parts of the building for safety (Interior Hallways or Interior Stairwells) which are away from glass if possible.
3. After reaching the designated shelter, remain calm, be ready to shelter and protect vital areas of the body by kneeling down and covering the head if possible.
4. Do not leave buildings until all clear has been announced.
5. Remind people to stay away from all windows and glass cases.
6. Give special assistance to disabled students and staff.

2.3.3.1.5 Hazardous Materials, Biological, or Chemical Threat Emergency Procedure

A Hazardous Materials, Biological or Chemical Threat Emergency exists when:

1. A spill of hazardous materials creates a situation that is immediately dangerous to the life and health of persons in the spill area or facility; or
2. A deliberate release of germs or other biological substances occurs; or
3. A deliberate release of a toxic gas, liquid or solid that can poison people and the environment occurs; or
4. Cleanup of a spill of a hazardous material is beyond the level of knowledge, training or ability of the staff in the immediate area.

In the event of a hazardous material spill or a biological or chemical threat:

1. Alert people in the immediate area and evacuate the room or area. If an explosion hazard is present, take care not to create sparks by turning on or off electrical equipment.
2. Confine the hazard by closing doors and windows as you leave the room. Do not lock them.
3. Use eyewash or safety showers as needed to rinse spilled chemicals off people. Cover mouth and nose with layers of fabric that can filter the air but still allow breathing.
4. Evacuate any nearby rooms/areas that may be affected. If the hazard will affect the entire building evacuate the entire building. If there is a chance of explosion from the chemical spill do not activate the building fire alarm. Evacuate the building manually by alerting others by voice. Take care not to turn electrical equipment on or off or otherwise cause sparks. If there is no chance of explosion, activate the building fire alarm system by pulling the handle on a local fire alarm box.
5. Contact the fire department by calling 9-911 if using a campus line or 911 if using a non campus line and then notify Campus Safety of the hazardous material, location, and size of the spill calling ext (8333). Always call from a safe location.
6. If building evacuation is required, evacuate the building using the Emergency Evacuation Procedure presented in this guide. Once outside, notify emergency responders of the location, nature, and size of the spill.
7. Isolate contaminated persons. Avoid contamination or chemical exposure.

8. If possible, remove clothing from contaminated persons and wash exposed areas with soap and water. Seek medical attention.
9. A biological attack may also occur through the mail. See “Suspicious Package Procedures” in subparagraph 2.3.3.1.9 below for suggested handling procedures.

2.3.3.1.6 Power Outage Procedure

1. Assess the extent of the outage in the department’s area. The University has a main generator that supplies power to the main campus. Marmion Synder residence halls are too far from the generator to transmit power. During times when the generator is supplying power some areas of air conditioning will be off to insure power is available for critical services.
2. Report the outage to Campus Safety at ext. 8333.
3. Should areas of the main campus be without power:
 - a. Assist other building occupants to move to safe locations. Loss of power to fume hoods may require the evacuation of laboratories and surrounding areas.
 - b. Implement the department’s power outage plan. Evaluate the department’s work areas for hazards created by power outage. Secure hazardous materials. Take actions to preserve safety and health. Take actions to preserve research.
 - c. Turn off and/or unplug non-essential electrical equipment, computer equipment, and appliances. Keep refrigerators and freezers closed throughout the outage to help keep them cold.
 - d. If needed, open windows for additional light and ventilation.
 - e. Release of faculty, staff, and students during an extended power outage is decided on by the President.

2.3.3.1.7 Criminal Activity, Civil Disobedience, or Violence Emergency Procedure

1. Attempt to leave the area of danger.
2. Notify Campus Safety by calling ext (8333). Try to call from a safe location, if possible.
3. If possible, provide the following information:
 - a. Location of crime;
 - b. Nature of crime and specifics (number of people involved, any weapons, etc.);
 - c. Any injuries;
 - d. Description of suspect(s) (height, weight, sex, race, clothing, hair color etc.);
 - e. Direction of travel of suspect(s); and
 - f. Description of any vehicles involved in the crime.
4. Do not pursue or attempt to detain suspects.

2.3.3.1.8 Bomb Threat Procedure

Remain calm and obtain as much information as possible from the caller. Try to write down the caller's exact words. Ask for and try to obtain the following information:

1. When is the bomb going to explode?
2. Where is the bomb located right now?
3. What does the bomb look like?
4. What kind of bomb is it?
5. What will cause the bomb to explode?
6. Who placed the bomb?
7. Why?
8. Attempt to identify the individual's address?
9. Attempt to identify the individual's name?
10. Also record the following information:
 - a. Exact time the call is received
 - b. Information about caller including:
 - i. Sex;
 - ii. Age;
 - iii. Education;
 - iv. Accent;
 - v. Location of caller;
 - vi. Background noise;
 - vii. Speech impediments or traits; and
 - viii. The caller's attitude.

If possible, have someone else contact Campus Safety while the caller is still on the phone; if not possible, notify Campus Safety immediately upon the conclusion of the call at ext (8333). Always call from a safe location. Provide them with the context of the threat, telephone number on which it was received, your name, room number, and a telephone number. Take no other action unless directed to by Campus Safety.

2.3.3.1.9 Suspicious Package Procedure

If a suspicious letter or package is received or observed that is unexpected or unknown with the following characteristics:

1. Excessive postage;
2. Misspellings of common words;
3. Excessive weight;
4. Rigid envelope;

5. Foreign mail, air mail or special delivery;
6. Hand written or poorly typed address;
7. Restrictive markings such as confidential, personal, etc.;
8. An excessive amount of securing material used, such as masking tape, string, etc.;
9. Incorrect titles;
10. Oily stains, discoloration, powdery discharge, or odor;
11. Visual distractions or ticking sound;
12. Lopsided or uneven;
13. Titles but no names;
14. No return address; and/or
15. Protruding wires or tinfoil.

Immediately:

1. Notify Campus Safety immediately by calling ext, (8333). Always call from a safe location.
2. Move people away from the package.
3. Do not move or open the package.
4. Do not investigate too closely.
5. Do not cover, insulate, or place the package into a cabinet or drawer.

2.3.3.1.10 Nuclear Blast or Radiation Threat Procedure

A nuclear blast is an explosion with intense light and heat, a damaging pressure wave, and widespread radioactive material that can contaminate the air, water, and ground surfaces for miles around. A radiation threat or “dirty bomb” is the use of common explosives to spread radioactive materials over a targeted area. It is not a nuclear blast. The force of the explosion and radioactive contamination will be more localized. If there is a nuclear blast or radiation threat:

1. Limit the amount of radiation exposure.
2. Take cover immediately, below ground if possible, though any shield or shelter will help protect someone from the immediate effects of the blast and the pressure wave.
3. Quickly assess the situation.
4. Consider if the area can be evacuated or if it would be better to “shelter-in-place.”

2.3.3.1.10.1 Sheltering-in-Place Procedure

Sheltering-in-Place is the use of any classroom, office, or building for the purpose of providing temporary shelter. If a shelter in place announcement is issued:

1. Immediately move indoors. Go into an interior room with few windows, if possible.

2. Close all windows and doors to the shelter and seal the room, using towels, clothes, or paper. Turn off fans, air conditioning, and forced air heating systems.
3. If there appears to be air contamination within the shelter, place a paper mask, wet handkerchief, or wet paper towel over the nose and mouth for temporary respiratory protection.
4. Continue to follow the instructions given by the response authorities.

2.3.3.2 Student Specific Emergency Procedures

See Volume VI, Subsection 6.4.1.

2.3.4 Sexual Offender Registration Policy

The Campus Sex Crimes Prevention Act (“Act”) is a Federal law enacted in October 2002 that provides for the tracking of convicted, registered sex offenders who are either enrolled as students or working at institutions of higher education. The Act amended the Jacob Wetterling Crimes against Children and Sexually Violent Offender Registration Act. Under the provisions of the Act, any person who is required to register under a State sex offender registration program must notify the State when the registrant enrolls at an institution of higher education or is employed at such an institution. Additionally, the sex offender registrant must notify the State of any change in enrollment or employment at an institution of higher learning. The State will provide a list of registered sex offenders who have indicated they are either enrolled or employed at the University to the University’s Office of Campus Safety.

In accordance with the Jacob Wetterling Crimes against Children and Sexually Violent Offender Registration Act (as amended by the Campus Sex Crimes Prevention Act), the University shall publish a statement where the list of registered sex offenders can be found.

The University encourages members of the campus community who wish to be informed of the identities of registered sex offenders residing in the surrounding area to contact [list the name of the local law enforcement agency responsible for maintaining registry list] at [provide agency’s web site, telephone number, and address].

2.4 Information Technology Policies

2.4.1 Computer Use Guidelines

[Insert hotlink to the Computer Use Guidelines outlined in Section 1 of the 2007-2008 Catalog.](#)

2.4.2 Password Policy

Saint Leo University issues passwords (e.g. Datatel, File Services, e-mail, my Saint Leo portal, etc.) to each user dependent on the user’s position and/or affiliation with the University. Passwords are issued under the strictest confidence and are not to be shared, either directly or indirectly, with anyone. Failure to abide by this policy will result in disciplinary action up to and including termination or expulsion for both the holder of the password and the individual using it. Users shall take necessary steps to protect their passwords and to use passwords that are difficult to guess. The following guidelines shall be followed:

1. Passwords shall contain a combination of letters and numbers and shall be at least 6 characters in length.
2. Passwords shall be changed every 6 months - sooner if the system or information accessed with the password is of a sensitive nature (e.g. Financial Information).
3. Passwords shall not contain familiar items associated with the user such as their name, pet name, address, car type.
4. Do not write down passwords in an accessible location. If a username and passwords does need to be recorded, use pass-phrases as a reminder of what the password is instead of the actual password.
5. Never provide *a* username and password to anyone via email. The University Technology Services will never request such information via email.

See Appendix 2.4.2.1 for a copy of the Password Policy Form.

2.4.3 Internet Access Policy

Resident and commuter students, faculty, and staff may access the University's wireless network from most buildings and areas on the University Campus. Resident students may also access the Internet from their residence hall room.

In general, access to Internet resources is not censored. However, University Technology Services manages network utilization to ensure good stewardship and fair use of Internet resources. As such, the University reserves the right to restrict access to some sites that cause network problems or are sources of viruses. For access assistance, contact University Technology Services Help Desk at extension 4357 (Help).

2.4.4 Email and Electronic Communications

This policy serves to provide a guiding reference to members of the Saint Leo University community on the appropriate use, privacy, and access of electronic communications. This policy will apply to all University electronic communication services, including stored files and other electronic means. Such services include but are not limited to e-mail, voice-mail, web portals, bulletin boards, and chat rooms operated by the University.

Members of the University community who are given access to the University's electronic communication systems will be informed of the policies in this document and will be required to agree to applicable policies. Violations of this policy may result in loss of E-mail privileges at the University, disciplinary action, or legal action where applicable.

2.4.4.1 University Electronic Mail Accounts

1. The University uses E-mail to conduct official business and, therefore, every member of the University community shall be issued an electronic mail account available for use in executing their role and responsibilities.
2. The University has a responsibility to protect students' and staff rights as well as ensure the accuracy of its business processes based on E-mail correspondence. Therefore, E-mail containing official business of the University shall be addressed to the person's official University E-mail address and shall not be addressed to alternative addresses. Users may

choose to forward their e-mail to alternate accounts (e.g. Hotmail, Yahoo, AOL, etc...). University Technology Services will provide documentation and support on how this can be accomplished.

- a. E-mail name addresses are generated from the user's legal name and must be unique. E-mail addresses take the form: `firstname.lastnameNN@saintleo.edu` where NN represents a numerical addition to resolve duplicate names. In certain cases, and at the discretion of the Chief Information Officer or a designee, duplicate names may also be resolved based on an alternate name selected by the affected user(s). In situations where long names or duplicate names exist, provisions will be made to establish an appropriate alias that closely approximates the user's legal name.
- b. E-mail addresses may be used to represent functional process. These addresses will take the form: location.function@saintleo.edu. For example, macdill.applications@saintleo.edu or saintleo.applications@saintleo.edu. These accounts may forward to a personal University account or alternatively, the password for these process accounts may be shared with responsible Universities employees. Any transactional system which employs such e-mail address will also blind copy a message to the form all.applications@saintleo.edu to ensure a backup copy of all e-mail based transactions exist.
- c. E-mail distribution lists will be maintained by University Technology Services for certain constituency groups, organizations and committees to facilitate communication among the campus community for official business purposes. The inclusion of faculty and staff in these distribution lists is mandatory.

To distinguish between accounts and lists, distribution lists will take the form **institution/Org-function-location@listserv.saintleo.edu** using the dash “-” separator instead of the period to clearly denote a list. Example: SLU-Employees-MacDill@listserv.saintleo.edu.

3. On termination, resignation or withdrawal, the University may terminate an individual's E-mail account, and all information not retained by the University will be deleted.
 - a. The University, at its discretion, may retain an archived version of the information indefinitely.
 - b. As a matter of good security practice, accounts not active for a six month period are considered expired and will be made inactive or deleted at the discretion of the University. There may be situations where faculty sabbaticals or teaching schedules warrant longer grace periods. Arrangements for extending account expiration must be approved by the Chief Information Officer.
 - c. It is important that the University maintain relationships with members of the community. Therefore, students completing a degree program, staff who obtain retirement, and faculty who retire or obtain emeritus status shall be eligible to have their account remain active indefinitely. The University will determine the best location where this account is maintained. E.g. username@alumni.saintleo.edu.

2.4.4.2 Access to E-mail

2.4.4.2.1 General Statements

1. The University retains ownership of the records resident on the technological resources covered by this policy. The University retains the right to maintain ultimate control and authority over its technology resources, including E-mail, and to take appropriate actions to further institutional interests.
2. E-mail communications may be subject to public access under Florida Law, when relevant to discovery in civil or criminal litigation. Any such disclosure of E-mail under these conditions will be approved by the President of the University or a designee.

2.4.4.2.2 Privacy Statements

1. It is the intent of the University to respect and preserve the privacy of E-mail communications within the University's policies and local, state, and federal laws. Given that the University places high value on open communication of ideas, including those new and controversial, the intention of the University is to maximize freedom of communication for the purposes that further the goals of the University.
2. The University cannot guard the privacy of E-mail delivered to or through systems not managed by the institution. When sending e-mail to non-official University addresses, refrain from sending any non-public student information via e-mail unless that information is somehow encrypted. For information concerning secure transmissions, contact University Technology Services.

2.4.4.2.3 Individual Expectations

1. E-mail messages must be in compliance with University policies and the University's Style & Graphic Standards Manual. Individuals can expect the University to follow its policies when seeking access to E-mail communications.
2. Individually addressed E-mail communications may not be intercepted (read) by any third party except as noted below. Any access of individual E-mail communications other than that noted below is in violation of University policy and appropriate action will be taken as defined in paragraph 2.4.4.6 of this policy.

2.4.4.2.4 University Requirements

1. University officials and supervisors shall have the right to read any E-mail when explicit permission for such access has been given by the individual.
2. University officials shall have the right to access any E-mail to preserve life and ensure the safety of the University community. The President shall be notified of the access when conditions have warranted such action.
3. Under certain circumstances, the Postmaster or System Administrator may, in the course of their professional duties, access an individual's E-mail for legitimate management or maintenance purposes (e.g. virus removal, backup, delivery resolution, etc...). The individual will be notified about the nature of the work performed under such circumstances.

If at all possible, the individual will be notified prior to the work being done or otherwise as soon as possible after the work is completed.

4. The University reserves the right to inspect and remove e-mail that might contain viruses or other harmful content or otherwise interfere with the delivery of E-mail or normal operation of computer systems. It also reserves the right to filter known or suspected virus attachments in mass prior to delivery. In such cases, University Technology Services will notify the University as to the specific filtering being applied.
5. The University reserves the right to inspect and remove e-mail that is considered an unsolicited offer otherwise known as "SPAM."
6. If an occasion arises when a University officer or supervisor believes that access to an individual's E-mail account is required for the conduct of urgent University business, the University individual is not available, and a system administrator is required to access the individual's E-mail account, the following procedure shall be followed:
 - a. The University official or supervisor shall secure permission to access the E-mail account from the supervising Vice President or President of the University.
 - b. An appropriate written order of the Vice President or President shall be presented to the system administrator allowing the system administrator to proceed to access the E-mail account.
 - c. The individual whose E-mail account has been accessed will be notified as soon as possible by copy of the above referenced order.
7. All E-mail communications and files on campus computers, accounts, and databases are University property. Upon employee termination, resignation, or withdrawal, these materials remain the property of the University.

2.4.4.3 Use of E-mail

2.4.4.3.1 Business Use

As with other University resources, e-mail is appropriately used for purposes that further the mission and goals of the University. Persons are encouraged to be good stewards of this resource and refrain from excessive participation in the use of E-mail that is not related to the business of the University. Examples of such discouraged uses include but are not limited to:

1. For personal commercial gain or solicitation except in cases of officially sanctioned University activities;
2. For self-promotion in political campaigns; and
3. Participation in chain-letters.

2.4.4.3.2 Unlawful Use

Persons may not use e-mail in violation of Saint Leo University policies, local, state, or federal laws. Such policies or laws may include but are not limited to:

1. Stalking, harassment, hate speech or other unlawful activity.
2. Fraudulent acts, including the use of a deceptive alias to disguise one's true identity.

3. Intentional distribution of viruses (real or simulated) and other destructive or intrusive software using E-mail.

Applicable Federal laws include, but are not limited to, the [CAN-SPAM Act of 2003](#) and [Computer Fraud and Abuse Act](#) (18 U.S.C. 1030 et seq.).

2.4.4.3.3 *Authentic Use*

All materials sent by campus e-mail must be attributed to the individual, office, or organization sending the material.

2.4.4.3.4 *Official University Use*

The University will regard the Saint Leo University address as the official e-mail address for members of the Saint Leo University community. Official University business among faculty, staff, and students will only be directed to Saint Leo University email addresses. Saint Leo University cannot ensure appropriate use, privacy practices, or availability of 3rd party email systems.

2.4.4.4 *Information Privacy*

Information protected by the Federal Education Rights of Privacy Act (FERPA) shall not be distributed to a non-University e-mail account.

It is appropriate to direct students to eLion to retrieve grades, financial status, and other information that is sensitive or private rather than distribute information via email.

There is a growing concern about the privacy of information and identity theft. It is important to respect individual's privacy and help guard against the misuse of such information. Hence, information that is sensitive or private to the individual should not be transmitted via email. This includes, but is not limited to:

1. Social security numbers;
2. Birth date;
3. Drivers license number; and
4. Financial account numbers.

2.4.4.5 *Violations and Sanctions*

1. Community members shall report violations of this policy to the Associate Vice President of Information Technology, Director of Human Resources, or the appropriate Vice President.
2. Violation of this policy will be assessed by the appropriate Vice President in accordance with established University procedures as defined in Volume IV (Faculty Personnel Policies), Volume IV-A (Faculty Collective Bargaining Agreement), Volume III (Employee Handbook), and Volume VI (Student Life and Development Policies) of the University Policy Manual.

2.4.4.6 Email Lists and Web Discussion Forums

2.4.4.6.1 Listserv Description and Definitions

A listserv is an electronic mailing list which offers an efficient way to disseminate information to large numbers of people and hold long-distance discussions among many people. A discussion forum is similar to a listserv, except that the participants interact online using a web application. Mailing lists and forums are an easy way to communicate with large audiences quickly, by automating the distribution of e-mail to all those who subscribe to the mailing list. Mailing lists have become a critical component of scholarly collaboration. Many colleges and universities are also using them to facilitate and enhance classroom education as well as conducting the day to day administration of the University.

An official listserv or web forum is a list that is established by academic and administrative offices to which members are pre-subscribed to by virtue of their positions and responsibilities at the institution, e.g. faculty@saintleo.edu.

An Unofficial listserv or forum is a subset of the campus community which members of the list are not pre-subscribed and maintained by the requestor as outlined below. At the present time, course listservs are considered unofficial in that they are maintained by the faculty member and not populated automatically or otherwise managed by University Technology Services.

Listserve™ is University Technology Services's supported listserv management software. The University operates several web discussion forums including those by **Listerv™**, uPortal, WebCT, and Estrada.

For the purposes of this policy, *listserv* will generically refer to server-based e-mail or web-based discussion lists. It does not include personal e-mail distribution lists that may be maintained by individuals. Members of the University community are expected to use their personal list with consideration of the institutional values and the appropriate use of computing and technology resources.

2.4.4.6.2 Purpose

The purpose of listservs at Saint Leo University is to facilitate and disseminate information to eligible members and affiliates of the University. Listserv services are available to current faculty, staff, student and alumni organizations. The person responsible for managing a list is known as the list owner. If the list owner leaves the University, then the current list owner must find a new list owner and identify that new person to the listserv manager. If no new list owner can be identified, University Technology Services reserves the right to disable the list or to request that the list be moved to a non-Saint Leo University server.

2.4.4.6.3 Requesting a List

To request a list, complete the List Application Form. Applicants with questions about the form can request assistance by contacting the [listservmanager](#). Not all requests will be honored with a list. The listserv manager may ask for additional documentation regarding the granting of a list. The listserv manager may recommend other electronic conferencing technology that would better serve the purpose of the request. Other considerations that will determine the status of a list request include the relevance of the list to the mission and values of the University and the

capacity of available resources within University Technology Services, including how the size of the proposed list will affect university electronic mail systems.

Listserv requests initially rejected by University Technology Services may be appealed through the requestors respective Vice President.

2.4.4.6.4 Policies

If there is reason to believe that the list will be or is being used for illegal purposes, that list will not be established. If it is operational, it will be disabled after consultation with proper campus officials.

Lists are subject to all University e-mail policies. List members should not be pre-subscribed to an unofficial list without their knowledge or permission. Subscribers who request to be unsubscribed from an unofficial list should be removed. Official lists are pre-subscribed lists maintained by Saint Leo University for administrative purposes.

The distribution of large binary documents via listserv is discouraged. The Listserv host will refuse to send messages which are greater than 256K. Large binary files should be made available from either FTP or HTTP server.

Unofficial lists will not be created by University Technology Services from the University databases. The list owner(s) or membership of the list are responsible for subscribing or unsubscribing members to the list.

2.4.4.6.4.1 Official List Names

Official List Names will follow a standard convention:

1. For institution-wide official lists the convention, *SLU-Listname* will be used. e.g. SLU-FACULTY
2. For campus-based official lists the convention *Campus-Listname* will be used where campus will be an abbreviated, 2 letter campus acronym: e.g., SL-STUDENTS would refer to students on the University Campus in Saint Leo and SLU-STUDENTS-GAINESVILLE for Gainesville students.

2.4.4.6.4.2 Un-Official List Names

Un-Official List Names will follow a simple naming convention that describes the list. E.g. FCA@listserv.saintleo.edu would refer to the Fellowship for Christian Athletes or University Technology Services could be used for University Technology Services staff purposes.

2.4.4.6.4.3 List Owners

List owners are responsible for properly managing their list. The responsibilities of the list owner include:

1. Advising individuals who will be presubscribed to the list of the list's purpose and how to unsubscribe themselves;
2. Responding to subscribers' request for removal from the list;
3. Assisting subscribers with subscribing or unsubscribing to the list;

4. Correcting subscriptions that are made incorrectly or in error;
5. Creating and maintaining current and relevant information such as the subscribers or welcome messages;
6. Responding to errors related to their list such as delivery and remove errors;
7. Responding to requests made by the listserv manager;
8. Staying informed about current listserv policy; and
9. Attending list owner training or otherwise staying informed about list management.

Membership to a list is not a right of the individual. List owners have the right and are responsible for unsubscribing list members who abuse a list by sending off-topic mail to the list, misuse or abuse the resource or are abusive of other list members. The list owner is responsible for determining what constitutes off-topic or abusive mailings.

The listserv owner and University Technology Services are responsible for determining if a mailing is abusive of resources.

Escalation procedures for disagreements regarding the interpretation and application of this policy shall be escalated through appropriate University channels, i.e., Student Affairs or department director/chair or Vice President. Abuse of a list should be brought to the attention of the listserv manager and/or other University authorities.

Based on the information provided within the listserv application and Saint Leo University's naming conventions, University Technology Services will develop a listname.

Lists will be periodically reviewed for activity and continued conformance to the current listserv policies. Lists that are inactive or fail to conform to policy will be removed. Lists will be reviewed for activity on annual basis. List with no activity for an extended period of time will be removed. Lists associated with courses will be removed at the end of each semester or at the conclusion of the course. List owners will be contacted by the listserv manager prior to removal of the list.

To assist the list owner in performing these tasks the listserv manager will maintain on-line documentation for these and other functions.

2.4.5 Virtual Private Network

The purpose of this policy is to provide guidelines for Remote Access IPsec or L2TP Virtual Private Network (VPN) connections to the Saint Leo University network. This policy applies to all Saint Leo University employees, contractors, consultants, temporaries, and other workers including all personnel affiliated with third parties utilizing Virtual Private Networks to access the Saint Leo University network.

Approved Saint Leo University employees and authorized third parties (customers, vendors, etc.) may utilize the benefits of Virtual Private Networks, which are a "user managed" service. This means that the user is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees.

1. It is the responsibility of employees with Virtual Private Network privileges to ensure that unauthorized users are not allowed access to Saint Leo University internal networks.
2. Virtual Private Network use is to be controlled using either a username/password

authentication or a public/private key system with a strong pass phrase.

3. When actively connected to the corporate network, Virtual Private Networks will force all traffic to and from the PC over the Virtual Private Network tunnel: all other traffic will be dropped.
4. Virtual Private Network gateways are established and managed by Saint Leo University Technology Services.
5. All computers connected to Saint Leo University internal networks via Virtual Private Network or any other technology must use the most up-to-date University approved anti-virus software.
6. Virtual Private Network users will be automatically disconnected from Saint Leo University's network after thirty minutes of inactivity. The user must then logon again to reconnect to the network. Pings or other artificial network processes are not to be used to keep the connection open.
7. The Virtual Private Network concentrator is limited to an absolute connection time of 24 hours.
8. Users of computers that are not Saint Leo University-owned equipment must configure the equipment to comply with Saint Leo University's Virtual Private Network and Network policies.
9. Only Cisco-approved Virtual Private Network clients may be used.
10. By using Virtual Private Network technology with personal equipment, users must understand that their machines are a de facto extension of Saint Leo University's network, and as such are subject to the same rules and regulations that apply to Saint Leo University-owned equipment.

For the protection of all Saint Leo University computer users, an individual's Virtual Private Network use privileges may be suspended or restricted upon the discovery of a possible violation of this policy. This policy is an extension of the existing computer usage guidelines.

2.4.5.1 Username/Password

University Technology Services will provide the user with a username and password. This authentication information is not to be shared with other employees, contractors or users.

2.4.5.2 Blocked Applications

University Technology Services blocks the use of some applications that are known to use spyware, adware, viruses, or otherwise interfere with the University's information systems and network. Questions concerning these applications should be directed to University Technology Services's help desk.

2.4.5.3 Reporting Spam, Viruses and Blacklistings

2.4.5.3.1 Reporting Blacklist Complaints

On receiving inquiries from non-Saint Leo University accounts about blacklist rejections, forwarded the bounce message to blacklist@saintleo.edu.

2.4.5.3.2 Reporting Spam and Viruses

Spam and viruses received, apparently from Saint Leo University email addresses, should be forwarded to spam@saintleo.edu and virus@saintleo.edu, respectively.

2.4.5.3.3 How to Send Email with Full Headers

In order to determine the actual source of the email, University Technology Services must examine the full header of the email message. Follow the instructions below for obtaining the full headers and forwarding via email.

2.4.5.3.4 Instructions for Outlook

1. Highlight the email (don't open it);
2. Right click and select options;
3. Highlight and copy the Internet headers: Click on the start of the text and drag the mouse to the end of the text, right click and select copy;
4. Click the close button;
5. Click the email Forward button;
6. Right click and paste the internet headers: at the top of the email; and
7. Send it to spam@saintleo.edu

2.4.5.4 Security

The Gramm-Leach Bliley Act (GLBA) requires financial institutions, including colleges and universities, to develop, implement, and maintain a comprehensive written information security program that contains administrative, technical, and physical safeguards appropriate to the size and complexity of the institution, the nature and scope of its activities, and the sensitivity of any customer-information issue. The scope of this act covers primarily financial institutions but also organizations containing financial functions such as colleges and universities.

2.4.6 World Wide Web Policies

Saint Leo University's World Wide Web server exists to provide significant, timely, and accurate information about the University to the campus community, University alumni, and to the general public. In addition, the Website supports those activities that contribute to the overall mission and purpose of the University, including intellectual, professional, social, and personal growth.

The Website enriches the instruction and research experiences of Saint Leo University students and faculty by providing paths to relevant internet resources and academic materials. The continuing development of Website materials by staff and faculty working together will in itself provide models for studying the intersection of communications and technology.

2.4.6.1 General Guidelines

The official portion of the Website is a public representation of the University and has a status comparable to that of the University Catalog and other traditional publications. Because it is an official communication of information about Saint Leo University, it is vital that any and all information presented be accurate, up-to-date, consistent, and meet the highest standards for organization, content, and design. While recognizing the importance of allowing for freedom of expression, the University must first ensure that both official and unofficial pages which are a part of the Saint Leo Website enhance the University's identity and mission. The University must strive to achieve the same editorial consistency and accuracy that govern the University's printed materials.

The World Wide Web server, like all Saint Leo computing resources, is to be used for educational purposes only, including administrative, instructional, and professional activities integral to the educational mission of the institution. All pages published on the server must support the academic or administrative activities of the University.

No material will be published that is in violation of any licensing or contractual agreement, law, or University regulation or policy.

2.4.6.2 Official Pages

A document that is official is one that purports to speak for the University and its official programs, academic departments, administrative offices, and recognized organizations. Such pages may be intended for distribution to both internal and external audiences. The principal goals are to provide information of importance to viewers, establish accuracy and consistency in University publications, and to provide an identity for Saint Leo University publications. Official pages must comply with the University's appropriate design template.

Access to some subsidiary pages (i.e., below top-level) may be limited to local viewing, through password protection. Faculty, staff, or club pages will be classified as unofficial, and may be required to contain a disclaimer, such as, "Saint Leo University is not responsible for the content of personal home pages. The views and opinions expressed are strictly those of the page authors." Even in such instances the University reserves the right to suspend publishing privileges and/or to remove pages that are considered inconsistent with University policies and standards.

2.4.6.3 Publishing Privileges

Subject to these policies and guidelines, officially constituted academic departments, programs, administrative offices, student organizations and clubs, and individual faculty and staff may create Web pages accessed from the Saint Leo Website.

Each administrative office and academic division has its own home page, linked to as many pages as that office deems necessary for providing all important information. The Director of

each office or division, or anyone designated by the Director, may create pages in support of that office's activities within the framework of the design template.

Student organizations and clubs may create pages under the guidance of University Technology Services and are exempt from design constraints, though they are subject to content review before going live. Once a student organization or club is live, the site will not be monitored – it is the student club or organization's responsibility to ensure that the content on the site is appropriate. If there is any problem or complaint about student club or organization Websites, University Technology Services may revoke a student organization's right to publish on the Web. This does not require any notification be sent to the club Website editor(s).

The University reserves the right to suspend publishing privileges and/or to remove pages that are considered inconsistent with official University policies and standards.

2.4.6.4 Procedural Guidelines and Responsibility

Because many of Saint Leo University's Web pages will be viewed by external audiences, academic and administrative offices should create their Web pages working within the framework of the official design. The chair/administrator for each department is responsible for ensuring that all pages fit within the framework of the design template, that there is no unnecessary duplication of information, and that all links are active.

2.4.6.5 First-time Postings

Persons or departments proposing first-time postings will submit material to, or consult with, University Technology Services. University Technology Services will review submissions and note any problems of content or design conformity. Following any necessary changes, the postings will go live.

2.4.6.6 Subsequent Postings and Updates

Since much of the information published on the Web is of a dynamic, rapidly changing nature, there is no review process for departments on the web beyond what the department uses internally.

However, new pages and major changes to the style, structure, or substance of pages must be reviewed according to the process outlined above.

Information on department home pages must be kept up-to-date as appropriate. Outdated information shall be replaced as needed. All official home pages should carry a stamp indicating when they were last updated and the e-mail address for the person responsible for the page. Each person creating pages on the Web is responsible for ensuring that their pages comply with all applicable U.S. laws and Saint Leo University policies, including, but not limited to, U.S. and International copyright law, and the Saint Leo University Information Technology Policies. When in doubt, Web publishers should contact University Technology Services with questions about applicable laws and policies.

2.5 University Communications Policies

2.5.1 Office of University Communications

The Office of University Communications supports Saint Leo University by communicating its achievements, strategic goals, and long-term needs to its many audiences and core constituency groups. These include campus and regional centers, alumni, local, regional, and national media.

The Office of University Communications serves Saint Leo University by producing communication vehicles for high profile University initiatives, while also serving the communication needs of the University's various departments.

The Office of University Communications is responsible for:

1. Disseminating information about the University to the public through the press, radio television, magazines, special interest publications, and community agencies;
2. Answering queries from the news media;
3. Participating in community and public affairs affecting the University;
4. Coordinating, planning, and producing University publications and printed materials; and
5. Assisting in planning, promoting, and publicizing institutional programs and special events.

For purposes of this policy, University publications are defined as magazines, bulletins, newsletters, brochures, flyers, handbooks, posters, stationery, audiovisual materials, the Website, and other types of published materials published in the name of Saint Leo University and intended for public distribution, with the exception of official forms and materials produced for classroom or student use. All University publications for off-campus distribution, including all bulk mail pieces, but excluding publications prepared and distributed by the Office of Admissions, must be approved by the Office of University Communications.

2.5.1.1 University Logo

The Saint Leo University logo consists of the nomenclature ("Saint Leo University" in the school's specialized type) and the symbol (a stylized lion's head), in the design and format adopted by the University. The logo may be used only as prescribed by the *Style and Graphic Standards Manual* established by the Office of University Communications. Any items displaying a logo inconsistent with the guidelines may be removed from public display or circulation at the request of the President, Vice President for University Advancement, or the Director of University Communications.

2.5.1.2 University Spokesperson

It is the policy of Saint Leo University that when one is speaking on behalf of the institution, all official contact with news media representatives shall be initiated and approved by the Director of University Communications, the President, or the President's designee. The President and/or designee will serve as official spokesperson in all matters pertaining to media contact.

2.5.2 Media Relations Policy

The Office of University Communications has primary responsibility for media relations at Saint Leo University. The responsibility includes finding the appropriate administrator or faculty member to comment on behalf of the institution or as an expert resource as needed. In the case of faculty experts, the Office of University Communications' responsibility is to connect the news media (radio, newspaper, television, magazine, Web, etc.) with knowledgeable faculty sources. Key faculty members and administrators serve as resource persons for a variety of institutional issues.

2.5.2.1 Faculty and Staff Response to Media Calls

When a member of the news media contacts a faculty or staff member to comment on a topic that is within the employee's area of expertise (e.g., about a faculty member's academic research or area of academic specialization), the employee may answer questions immediately. However, if the faculty or staff member prefers to give some thought to the questions before answering, or if she/he has questions about the interview and how to respond, the Office of University Communications recommends the employee take the reporter's telephone number, inquire about the reporter's deadline and return the call at a later agreed-upon time. Faculty or staff may then contact the Director of University Communications at (352) 588-8121. A University Communications staff member will be glad to share information about the reporter, and any other background information that may be helpful in advance of the interview. While media representatives often work under deadlines, they sometimes can fax or e-mail questions in advance, and a few may be willing to read direct quotes back to those quoted before they go to press.

While it is optional for a faculty or staff member to contact the Office of University Communications prior to talking with a reporter about the employee's area of expertise, it is very important that the University Communications Office be notified immediately after the faculty or staff member has spoken with a reporter. The University Communications staff monitors the progress of all Saint Leo University related stories in order to help reporters find sources and gather facts. Knowing whom a reporter has spoken with will assist in the tracking process. An archive of published news stories about the Saint Leo University is maintained by the Office of University Communications, and news articles are sent to members of President's staff, daily.

When faculty and staff members are asked to comment or provide information on an institutional question or an issue that relates to the entire institution, the reporter should be referred to the Office of University Communications. The Director of University Communications, in cooperation with the Vice President of University Advancement and/or the President, will determine the appropriate spokesperson on behalf of the University. The Director will refer the reporter to the appropriate source for comment.

2.5.2.2 Responding to Questions

As an institution of higher education, Saint Leo University is governed by federal and state laws that limit the type of information that can be divulged about students and employees. The University does not allow its employees to release information concerning current or former students without the student's express permission.

2.5.2.3 News Releases

News releases are prepared for all public events held on campus. Information and photos should be submitted at least three weeks prior to the event in order to meet print media deadlines. In addition, a calendar of events is sent to the news media several times during the academic year to announce upcoming public events. Information for the calendar of events or for news releases may be sent the Office of University Communications by e-mail to public.relations@saintleo.edu.

2.5.2.4 University Crisis Communication Plan

A crisis is any event that can have a major impact on the image and long-term reputation of Saint Leo University, if not handled promptly and correctly with the best interests of the University's community and the larger neighboring community at heart. A crisis can involve either one or a combination of people, programs, policies and/or property. Crises can take many different forms, ranging in severity from death, injury, assault, riot or property damage to ecological problems, controversial speakers, false accusations, personnel matters, loud music, parking problems, litter, and matters of poor taste.

The University has developed an institutional crisis plan and a permanent committee has been established to implement it. In the event of a crisis, the committee will comprise the core members of a crisis management team to which other administrators or University personnel may be added, depending on the nature of the crisis. This group will then determine the institution's response to the crisis and formulate a course of action in the particular situation. At the conclusion of any crisis meeting of this committee, it will evaluate the response that was made and make recommendations to the President for improvements in both prevention and response.

2.5.2.5 Website News and Information

The University Communications staff maintains the University's external Website and the section that features news and events at Saint Leo University. The "News" page features photos and news releases about events on campus that are of interest to the public as well as the University community, including lectures, workshops, music programs and theater productions. From the first page of the "News" section, users are linked to the current calendar of events that lists campus programs open to the public, and a news release archive. In addition, online versions of several important University publications are available. Current issues of the Annual Report, *Spirit* magazine, and *SLU News* are available. Past issues of these publications also can be accessed through the online archive. The University's official Style and Graphic Standards Manual, which helps ensure that the University maintains a unified graphic image, are available on the Intranet for use by University constituents for creating brochures, flyers, posters, etc.

2.6 Scientific Research Policies

2.6.1 Research Activities Policy

See Volume IV, Subsection 4.8.6.

2.7 Copyright, Patent, and Invention Policies

2.7.1 Copyright Guidelines

It is Saint Leo University's policy to comply with United States copyright law, including the Digital Millennium Copyright Act (DMCA) and the Technology, Education and Copyright Harmonization Act (TEACH). The University further acknowledges that copyright law applies to digital resources and that any unauthorized distribution or redistribution of music, movies, text, software, or other protected media may be a violation of the law. The University's values encourage all members of the University community to exercise individual stewardship in understanding and upholding the provisions of the copyright law and respecting the copyrights of others.

2.7.1.1 The TEACH Act

The Technology, Education, and Copyright Harmonization Act (TEACH) was signed into law on November 2, 2002. The Act updates copyright law in the area of digital distance education and, if numerous requirements are met, facilitates the use of copyrighted materials in digital distance education efforts without having to obtain prior permission from the copyright owner. It is an effort to simulate fair use as allowed by copyright law.

However, TEACH imposes certain requirements on the use of copyrighted materials in distance education. TEACH is more restrictive than the law allowing face-to-face instructional use of copyrighted materials. For uses that fall outside the scope of TEACH, the user should seek permission or evaluate the use under the fair use exemption of the copyright law.

TEACH is a compromise between the needs of academe to make free use of copyrighted materials as an efficient and effective teaching tool, and the needs of copyright holders to protect the value of their work effort. Most of the TEACH requirements are designed to allow transmission of copyrighted works (or parts thereof) to a legitimate student audience for a limited time, without permission or license fees, while preventing dissemination that could undermine the market for the works.

In general, faculty who want to incorporate works into digital transmissions for instructional purposes pursuant to TEACH must:

1. Not use unlicensed commercial works that are sold or licensed for purposes of digital distance education.
2. Not use pirated works or works where the faculty member otherwise has reason to know the copy was not lawfully made.
3. Limit the use of works to an amount and duration comparable to what would be displayed or performed in a live physical classroom setting. TEACH does not authorize the digital transmission of textbooks or course packs to students.
4. Faculty should interactively use the copyrighted work as part of a class assignment in the distance education course. It should not be an entertainment add-on or passive background/optional reading.
5. Use software tools provided by the University to limit access to the works to students enrolled in the course, to prevent downstream copying by those students, and to prevent the students from retaining the works for longer than a "class session."

6. Notify the students that the works may be subject to copyright protection and that they may not violate the legal rights of the copyright holder.

Use the Teach Checklist (See Appendix 2.7.1.1) to make sure all requirements have been met.

2.7.1.2 Fair Use

The University seeks to encourage the fair use of copyrighted materials, balancing the research needs of faculty, students, and staff while respecting the intellectual property rights of copyright holders and abiding by the pertinent laws governing usage of copyrighted materials. According to Title 17, Chapter 1, Section 107 of the U.S Copyright law:

In determining whether the use made of a work in any particular case is a fair use the factors to be considered shall include:

1. The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
2. The nature of the copyrighted work;
3. The amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
4. The effect of the use upon the potential market for or value of the copyrighted work. The fact that a work is unpublished shall not itself bar a finding of fair use if such finding is made upon consideration of all the above factors.

For a more complete set of guidelines, see Fair Use Guidelines for Educational Multimedia developed by The Consortium of College and University Media Centers.

2.7.1.3 Peer to Peer Filing Sharing

Campus computer networks are often used to reproduce and distribute copyrighted music, movies, television shows, pictures, and software through the use of peer-to-peer (P2P) networks. P2P file sharing applications allow a computer to connect to a P2P network, and once connected, make it possible to download and share files with other users on the network. When Saint Leo University receives a complaint from a copyright holder, the University notifies the individual involved and passes along any information received from the copyright holder to that individual. The University does not supply any information to the copyright holder about the individual involved unless a valid subpoena is presented.

2.7.1.3.1 Legality of Peer-to-Peer Filing Sharing

P2P technologies have many legitimate uses. For this reason, Saint Leo does not ban “P2P” programs from its network. The University believes, however, that the primary use of P2P technology has been copying of commercial music and video files, without the copyright holder’s permission, for personal enjoyment. It is that type of activity that generally violates the Copyright Law.

2.7.1.3.2 Penalties for Violation of Copyright

University Disciplinary Action: Copyright infringement can subject a student to disciplinary action under the Student Code of Conduct, since violation of law or University policy is grounds for discipline. First offenses will result in a notice from Computing Services to cease illegal activity. Failure to comply or further incidents of infringement may result in further disciplinary action including but not limited to suspension and loss of network access for the infringing computer. Sanctions may include suspension of network access (meaning loss of access to Saint Leo email account and course web site access) and formal University disciplinary action.

Civil Liability: Persons found to have infringed may be held liable for substantial damages and attorneys' fees. The law entitles a plaintiff to seek statutory damages of \$150,000 for each act of willful infringement.

Criminal Liability: Copyright infringement also carries criminal penalties under the federal No Electronic Theft Act. Depending on the number and value of the products exchanged, penalties for a first offense may be as high as three years in prison and a fine of \$250,000. Saint Leo is not the police; however, Saint Leo will cooperate with the law enforcement agencies when required.

2.7.1.3.3 Obtaining Digital Music and Movie Files Legally

Some music, movies and television shows can be legally obtained through online subscription services or from sites officially permitted by the copyright holders to offer certain downloads. Some of the "pay for play" services from which these files can be legally obtained are listed below.

Music

- Apple iTunes Music Store
- Rhapsody
- eMusic
- MP3.com

Movies/TV

- AtomFilms
- CinemaNow
- MovieFlix
- Movielink
- NetFlix

2.7.1.4 Resources

For additional reading on intellectual property issues, and copyright in particular, see these online resources.

1. [The American Library Association](#);
2. [Bitlaw](#) on technology law;

3. [Digital Millennium Copyright Act](#) at EDUCAUSE;
 4. [Intellectual property law](#) at www.intelproplaw.com; and
 5. [U.S. Copyright Office](#).
- 1.

2.7.1.5 Guidelines for Off-Air Recordings

In March 1979, a congressionally appointed committee determined the following guidelines concerning the application of “fair use” to the recording, retention, and use of television broadcast programs for educational purposes. They specify periods of retention and use of such off-air recordings in classrooms and similar places devoted to instruction and for homebound instruction. The purpose of establishing these guidelines is to provide standards for both owners and users of copyrighted television programs.

The guidelines were developed to apply only to off-air recording by nonprofit educational institutions.

A broadcast program may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable retransmission) and retained by a nonprofit educational institution for a period not to exceed the first forty-five (45) consecutive calendar days after date of recording. Upon conclusion of such retention period, all off-air recordings must be erased or destroyed immediately. “Broadcast programs” are television programs transmitted by television stations for reception by the general public without charge.

Off-air recordings may be used once by individual teachers in the course of relevant teaching activities, and repeated once only when instructional reinforcement is necessary, in classrooms and similar places devoted to instruction within a single building, cluster or campus, as well as in the homes of students receiving formalized home instruction, during the first ten (10) consecutive school days in the forty-five (45) day calendar day retention period. “School days” are school session days – not counting weekends, holidays, vacations, examination periods, and other scheduled interruptions - within the forty-five (45) calendar day retention period. Off-air recordings may be made only at the request of and used by individual teachers, and may not be regularly recorded in anticipation of requests. No broadcast program may be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program may be broadcasted.

A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers under these guidelines. Each such additional copy shall be subject to all provisions governing the original recording.

2.7.1.6 Copyright in Face-to-Face Instruction

2.7.1.6.1 Exemption to Copyright

17 U.S.C. 110 (1) of the copyright law creates an exception to the copyright holder’s exclusive right of performance. The “face-to-face” exemption allows an educator to perform a work (including home use video) in class, as long as the following criteria are met:

1. Applies only to non-profit educational institutions;

2. Applies only to instructional activities in the classroom where the teacher and students are in the same location;
3. Covers performances of copyrighted works by teachers, students, and guest lecturers;
4. The audience must be composed of members of one class only;
5. The performance must be part of “systematic instruction,” which does not include recreational or cultural programs;
6. The performance must take place in a classroom or similar place devoted to instruction (i.e., not a gymnasium, auditorium, class play, graduation, athletic event, etc.); and
7. Must use a lawfully made copy of the film or video. When a professor has taken parts of copyrighted materials to make the copy, whether or not the copy was lawfully made depends upon an analysis of the four “fair use” factors. The face-to-face exemption itself does not authorize any copying.

There are no exceptions to the above requirements. Further, the relationship between the film or video and the course must be explicit. Films or videos, even in a “face-to-face” classroom setting, may not be used for entertainment or recreation, whatever the work’s intellectual content.

2.7.2 Ownership of Copyrightable Materials and Intellectual Property

This document describes Saint Leo University’s policies and associated administrative procedures for ownership of copyrightable materials and other intellectual property. Its objectives are:

1. To enable the University to foster the free and creative expression and exchange of ideas and comment;
2. To preserve traditional University practices and privileges with respect to the publication of scholarly works;
3. To establish principles and procedures for sharing income derived from copyrightable material produced at the University; and
4. To protect the University’s assets and imprimatur.

2.7.2.1 Overview

Faculty at the University must be free to choose and pursue areas of study and concentration without interference, to share the results of their intellectual efforts with colleagues and students, to use and disseminate their own creations, and to take their created works with them should they leave the University.

This copyright policy is intended to maintain those traditional norms and values that foster, in various ways, the open and free exchange of ideas and opinions. In this regard the policy formulated here is guided by a basic tenet of the 1940 Statement of Principles on Academic Freedom and Tenure of the American Association of University Professors:

Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free expression.

The ongoing revolution in the use of information technology for the production and dissemination of knowledge enables members of the University community to create new forms or types of scholarly works, to communicate with current audiences with new types of materials, and to reach new audiences. The dramatic changes in information technologies and the ways in which they are employed provide an occasion to examine and clarify policy for copyright of works of scholarship produced at the University. This copyright policy statement delineates the rights and responsibilities of the University and its faculty, employees, students, and other members of the community.

By longstanding custom, faculty members hold copyright for books, monographs, articles, and similar works as delineated in the policy statement, whether distributed in print or electronically. This pattern will not change. This copyright policy retains and reasserts those rights.

2.7.2.2 Copyright Ownership Policy

Copyright is the ownership and control of the intellectual property in original works of authorship that are subject to copyright law. It is the policy of the University that all rights in copyright shall remain with the creator unless the work is a work-for-hire (and copyright vests in the University under copyright law), is supported by a direct allocation of funds through the University for the pursuit of a specific project, is commissioned by the University, makes significant use of University resources or personnel, or is otherwise subject to contractual obligations.

1. Books, Articles, and Similar Works Including Unpatentable Software: In accord with academic tradition, except to the extent set forth in this policy, Saint Leo University does not claim ownership to pedagogical, scholarly, or artistic works, regardless of their form of expression. Such works include those of students created in the course of their education, such as dissertations, papers and articles. The University claims no ownership of popular nonfiction, novels, textbooks, poems, musical compositions, unpatentable software, or other works of artistic imagination that are not institutional works and did not make significant use of University resources or the services of University non-faculty employees working within the scope of their employment.
2. Institutional Works: The University shall retain ownership of works created as institutional works. Institutional works include works that are supported by a specific allocation of University funds or that are created at the direction of the University for a specific University purpose. Institutional works also include works whose authorship cannot be attributed to one or a discrete number of authors but rather result from simultaneous or sequential contributions over time by multiple faculty and students. For example, software tools developed and improved over time by multiple faculty and students where authorship is not appropriately attributed to a single or defined group of authors would constitute an institutional work. The mere fact that multiple individuals have contributed to the creation of a work shall not cause the work to constitute an institutional work.
3. Patent and Copyright Agreement: All faculty, staff, student employees, and students who participate or intend to participate in teaching and/or research or scholarship projects at Saint Leo University are bound by this policy. Except as described in #1 above, this agreement assigns rights to copyrightable works resulting from University projects to Saint Leo University. This policy applies, and those subject to this policy are deemed to assign their rights to copyrightable works, whether or not an Agreement is signed and is on file.

4. Works of Non-Employees: Under the Copyright Act, works of non-employees such as consultants, independent contractors, etc. generally are owned by the creator and not by the University, unless there is a written agreement to the contrary. As it is Saint Leo University's policy that the University shall retain ownership of such works (created as institutional rather than personal efforts, as described in #2 above), Saint Leo University will generally require a written agreement from non-employees that ownership of such works will be assigned to the University. Examples of works which the University may retain non-employees to prepare are:
 - a. Reports by consultants or subcontractors;
 - b. Computer software;
 - c. Architectural or engineering drawings;
 - d. Illustrations or designs; and
 - e. Artistic works.
5. Videotaping and Related Classroom Technology: Courses taught and coursewares developed for teaching at Saint Leo University belong to the University. Any courses which are videotaped or recorded using any other media are Saint Leo University property, and may not be further distributed without permission from the appropriate academic dean. Blanket permission is provided for the use of students, or for other University purposes. Prior to videotaping, permission should be obtained from anyone who will appear in the final program.
6. Contractual Obligations of the University: This Copyright Ownership Policy shall not be interpreted to limit the University's ability to meet its obligations for deliverables under any contract, grant, or other arrangement with third parties, including sponsored research agreements, license agreements and the like. Copyrightable works that are subject to sponsored research agreements or other contractual obligations of the University shall be owned by the University, so that the University may satisfy its contractual obligations.
7. Use of University Resources: Saint Leo University resources are to be used solely for University purposes and not for personal gain or personal commercial advantage, nor for any other non-University purposes. Therefore, if the creator of a copyrightable work makes significant use of the services of University non-faculty employees or University resources to create the work, the creator shall disclose the work to the Vice President of Academic Affairs and assign title to the University. Examples of non-significant use include ordinary use of desktop computers, the Library, and limited secretarial or administrative resources. Questions about what constitutes significant use shall be directed to the appropriate dean or the Vice President of Academic Affairs.
8. Reconveyance of Copyright to the Creator: When copyright is assigned to the Saint Leo University because of the provisions of this policy, the creator of the copyrighted material may make a request to the Vice President of Academic Affairs that ownership be reconveyed back to the creator. Such a request can, at the discretion of the Vice President of Academic Affairs, be granted if it does not:
 - a. Violate any legal obligations of or to the University,
 - b. Limit appropriate University uses of the materials,

- c. Create a real or potential conflict of interest for the creator, or
- d. Otherwise conflict with University goals or principles.

2.7.2.3 Administration of Policy

1. **Determination of Ownership and Policy:** The Vice President of Academic Affairs will resolve any questions of ownership or other matters pertaining to materials covered by this policy.
2. **Licensing and Income Sharing:**
 - a. **Licensing:** The Vice President of Academic Affairs seeks the most effective means of technology transfer for public use and benefit and, toward that end, handles the evaluation, marketing, negotiations and licensing of University-owned inventions or copyrightable materials with commercial potential. Computer databases, software and firmware, and other copyrightable works owned by the University, are licensed through the Vice President of Academic Affairs. The Vice President of Academic Affairs must approve in advance exceptions to this procedure.
 - b. **Royalty Distribution:** The Vice President of Academic Affairs will allocate royalties assigned to the University. If copyright protection alone is claimed, royalties normally will be allocated in a similar manner, with the “inventor’s share” allocated among individuals identified by the investigator (or department head if not under a sponsored agreement), based on their relative contributions to the work. Where royalty distribution to individuals would be impracticable or inequitable (for example, when the copyrightable material has been developed as a laboratory project, or where individual royalty distribution could distort academic priorities), the “inventor’s share” may be allocated to a research or educational account in the laboratory where the copyrightable material was developed.
3. **Assignments:** No assignment, license or other agreement may be entered into or will be considered valid with respect to copyrighted works owned by the University except by an official specifically authorized to do so.
4. **Use of the University Name in Copyright Notices:** The following notice should be placed on University-owned materials in order to protect the copyright: Copyright © [year]. The Board of Trustees of Saint Leo University. All Rights Reserved.

No other institutional or departmental name is to be used in the copyright notice, although the name and address of the department to which readers can direct inquiries may be listed below the copyright notice. The date in the notice should be the year in which the work is first published, i.e. distributed to the public or any sizable audience.

Additionally, works may be registered with the United States Copyright Office using its official forms.

5. **Copying of Works Owned by Others:** Members of the University community are cautioned to observe the rights of other copyright owners. Contact the Vice President of Academic Affairs’ Office for University policies pertaining to copying for classroom use. Policies regarding copying for library purposes may be obtained from the Director of the Library.
6. **Sponsored Agreements:** Contracts and grants frequently contain complex provisions relating to copyright, rights in data, royalties, publication and various categories of material including

proprietary data, computer software, licenses, etc. Questions regarding the specific terms and conditions of individual contracts and grants, or regarding rules, regulations and statutes applicable to the various government agencies, shall be addressed to the Vice President of Academic Affairs.

2.7.2.4 Other Intellectual Property

1. **Trade and Service Marks:** Trade and service marks are distinctive words or graphic symbols identifying the sources, product, producer, or distributor of goods or services. Trade or service marks relating to goods or services distributed by the University shall be owned by the University. Examples include names and symbols used in conjunction with computer programs or University activities and events. Consult the Vice President of Academic Affairs for information about registration, protection, and use of marks.
2. **Proprietary Information:** Proprietary information arising out of University work (e.g., actual and proposed terms of research agreements, financial arrangements, or confidential business information) shall be owned by the University. “Trade secret” is a legal term referring to any information, whether or not copyrightable or patentable, which is not generally known or accessible, and which gives competitive advantage to its owner. Trade secrets are proprietary information.

2.7.2.5 Explanation of Terms

1. **Copyrightable Works:** Under the federal copyright law, copyright subsists in “original works of authorship” which have been fixed in any tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. These works include:
 - a. Literary works such as books, journal articles, poems, manuals, memoranda, tests, computer programs, instructional material, databases, bibliographies;
 - b. Musical works including any accompanying words;
 - c. Dramatic works, including any accompanying music;
 - d. Pantomimes and choreographic works (if fixed, as in notation or videotape);
 - e. Pictorial, graphic and sculptural works, including photographs, diagrams, sketches and integrated circuit masks;
 - f. Motion pictures and other audiovisual works such as videotapes; and
 - g. Sound recordings.
2. **Scope of Copyright Protection:** Copyright protection does not extend to any idea, process, concept, discovery or the like, but only to the work in which it may be embodied, illustrated, or explained. For example, a written description of a manufacturing process is copyrightable, but the copyright only prevents unauthorized copying of the description; the process described could be freely copied unless it enjoys some other protection, such as patent.

Subject to various exceptions and limitations provided for in the copyright law, the copyright owner has the exclusive right to reproduce the work, prepare derivative works, distribute copies by sale or otherwise, and display or perform the work publicly. Ownership of copyright is distinct from the ownership of any material object in which the work may be

embodied. For example, if one purchases a videotape, one does not necessarily obtain the right to make a public showing for profit.

The term of copyright in works created on or after January 1, 1978, is the life of the author plus seventy years. Copyright in works-for-hire is for ninety-five years from the date of first publication or one hundred twenty years from creation, whichever period first expires.

3. Works for Hire: “Work for hire” is a legal term defined in the Copyright Act as “a work prepared by an employee within the scope of employment.” This definition includes works prepared by employees in satisfaction of sponsored agreements between the University and outside agencies. Certain commissioned works also are works for hire if the parties so agree in writing.

The employer (i.e., the University) by law is the “author,” and hence the owner, of works for hire for copyright purposes. Works for hire subject to this principle include works that are developed, in whole or in part, by University employees. Where a work is jointly developed by University employees and a non-University third-party, the copyright in the resulting work typically will be jointly owned by the University and the third party. In such instances, both the University and the other party would have nonexclusive rights to exploit the work, subject to the duty to account to each other. Whether the University claims ownership of a work will be determined in accordance with the provisions of this policy, and not solely based upon whether the work constitutes a work-for-hire under the copyright law. For example, copyright in pedagogical, scholarly or artistic works to which the University disclaims ownership under this policy shall be held by the creators regardless of whether the work constitutes a work-for-hire under copyright law. Only the Vice President of Academic Affairs may relinquish University ownership in a work for hire.

2.8 Institutional Advancement Policies

The purpose of these policies is to specify procedures necessary for the solicitation, review, and acceptance of gifts and bequests to the University.

2.8.1 Background and Authority

The objective of the development program at the University is to encourage, accept, and hold gifts made to the University in the form of any and all types of real or personal property for the purpose of advancing the welfare and development of the University and to aid it in carrying out its commitment to provide educational opportunities.

The Board of Trustees has authority over policies and procedures for all fund raising activities and acceptance of all gifts and grants from non-governmental sources. With certain exceptions provided for herein, such authority has been delegated to the University’s President or the President’s designees. The Board of Trustees retains the power of final approval of the policies and procedures that govern all fund raising activities and for such special Board decisions as are required by these policies and procedures.

Members of the University community who may be involved in fund raising activities should be aware of development policies and procedures. This statement has been prepared as an aid to the approved policies and procedures.

The Vice President for University Advancement will provide information regarding the interpretation and clarification of these policies and procedures.

2.8.2 Soliciting Charitable Contributions

In soliciting charitable contributions, no staff member or representative of the University is authorized to commit the University to an agreement which is in conflict with established policies and procedures, or which compromises, in any manner, the position of any office or department in the performance of its assigned responsibilities.

Any member of the campus community who wishes to seek a grant or other contribution of money, real and personal property, or gift-in-kind from an individual, corporation, foundation, or other non-governmental agency for the purpose of continuing, enlarging, or imitating an approved program, project or activity, will coordinate such solicitation effort from its inception with the Vice President for University Advancement. The Vice President for University Advancement will ensure that, in the solicitation of support from such sources, University priorities are observed and plans for such programs, projects or activities have been reviewed and approved in advance of solicitation by academic, financial, and other appropriate administrative officers.

2.8.3 Acceptance of Charitable Contributions

As a general rule, a solicitation for a gift or bequest should stress the advantages of an unrestricted gift. Prior to acceptance, a bequest or restricted gift must be appraised to assure that it does not place unreasonable constraints on the University. The language used in establishing restricted and endowed funds should be such that the terms can be modified to permit suitable use in the future as conditions require in the light of changed circumstances.

While the University will accept gifts which are restricted so as to affirmatively assist particular individual or group efforts, it is the policy of the University to seek to persuade the donor, when appropriate, to allow language in the deed of gift permitting use of the funds for general purposes.

Scholarship gifts may not be accepted by the University if they are offered on the condition, or with the understanding, that the award will be made to a student of the donor's choice.

2.8.4 Gift Valuation

Before acceptance, gifts will be assessed by the Vice President for University Advancement in coordination with appropriate department heads to assure that such gifts do not impose unreasonable constraints or conditions upon the University, and are in accord with capacity to provide the appropriate care for such property. No payment for the expense involved in accepting such a gift will be made without the express authorization of the Vice President for University Advancement. Whenever the acceptance commits the University to a major or extraordinary obligation not already provided herein, the acceptance must be approved by the Board of Trustees.

In setting up or reviewing the terms of any gift with a donor, a representative of the University may suggest wording or terms that will assist the University in complying with the donor's wishes. The representative will not, however, give tax or legal advice. All prospective donors should be advised to seek the counsel of their attorneys and/or their tax and estate-planning advisors concerning all aspects of their proposed gift. If the donor refuses to employ that person's own counsel, the University's counsel should be contacted for procedural guidance.

Gifts will be valued by the University on the date the donor relinquishes control of the assets in favor of the University. The amount reported should be arrived at without regard to the donor's estimation of the gift's value, the worth and date of the gift as reported by the donor to the IRS, or the value placed on it by the IRS in reference to the donor's tax liability.

In cases where gifts are made in cash, the valuation does not pose a problem. In cases where gifts are made with securities real and personal property, or bearing some real or implied obligation on the part of the University, the following guidelines will be observed:

2.8.4.1 Securities

The University will report gifts of securities at market value on the date the donor relinquishes assets in favor of the University. Neither losses nor gains realized by the University's sale of securities nor brokerage fees or other expenses associated with the transaction will affect the value reported.

2.8.4.2 Real and Personal Property

Major gifts of real and personal property — such as land, vehicles and works of art — will be reported at the fair market value placed on them by an independent, expert appraiser. Small gifts of real and personal property with apparent value of less than \$2,500 may be valued by a member of the University's staff, and that informal valuation will be used for reporting purposes.

2.8.5 Recording and Acknowledging Charitable Contributions

The Vice President for University Advancement is responsible for the processing, recording, acknowledging and maintenance of records and files and related correspondence and documents for all gifts of cash, securities, gifts-in-kind, pledges, and grants from private sources including individuals, corporations and private foundations. Any member of the faculty or administrative staff reviewing such a gift or grant will promptly forward it and all pertinent correspondence to the Vice President for University Advancement for deposit, accounting and acknowledgment. After the recording of such gifts, securities and original documents (such as wills, trusts, deeds, annuity agreements, contracts and correspondence) establishing restrictions on such gifts will be deposited into the custody of the Treasurer of the Board of Trustees.

All personal gift records identifying a donor will be treated with professional discretion and will be subject to the normal listings and uses of the University. Gift records of donors requesting confidentiality or anonymity will be accorded such. However, the Vice President for University Advancement may disclose such information or documentation as authorized by such a donor or as may be required by law.

2.8.6 Use of University Name, Seal, and Logo

Members of the University community, either individually or collectively, shall not officially use the name, seal or logo of Saint Leo University in any activity outside of the regular work of the University. Violation of this rule is regarded as sufficient cause for dismissal or expulsion. Saint Leo University's name, seal, and logo are the exclusive property of the University and, consequently, may not be used in connection with goods or services offered by any outside organization without the prior permission of the Vice President for University Advancement. Members of the campus community publish a considerable number of reports in the form of

bulletins, circulars, scientific articles, monographs, and books, some of which are copyrighted and others of which are not. Material from such recognized publications is, of course, quotable, and proper recognition should be given to both the individual author and to the University in connection with such quotations.

Official stationery may not be used in connection with “outside activities” except with respect to those academic and scholarly activities described above. No report or statement relating to outside activities may have the name of the University attributed to it. The use of official University titles for personal gain or publicity is prohibited without the written approval of the Vice President for University Advancement.

2.9 Purchasing and Financial Policies

2.9.1 *Record Retention and Destruction Policy (Rev 12/2008)*

The purpose of this Record Retention and Destruction Policy is to ensure that necessary records and documents are adequately protected and maintained and to ensure that records that are no longer needed or of no value are discarded at the appropriate time.

Each department head is responsible for comparing its retained documents that are used and maintained by the department with the documents listed in the Record Retention and Destruction Policy. The department head will annually review currently-used records and forms to determine the adequacy and appropriateness of the department’s records and forms. Each department head will refer to the University’s Educational Records Policy to ensure departmental compliance with the Family Educational Rights and Privacy Act (FERPA).

The Record Retention and Destruction Policy will periodically be reviewed by Business Affairs in consultation with each department head to determine any special circumstances that necessitate changes in the retention periods. Requests for changes in retention periods or deviations from specified retention periods shall be made to the Vice President of Business Affairs, and may be implemented only after approval by the University General Counsel.

The General Counsel or the Vice President of Business Affairs may suspend record disposal in the event of a governmental audit, investigation, or pending litigation. In addition, the General Counsel should be notified of any situation related to University records that might give rise to legal action as soon as possible.

2.9.1.1 Electronic Documents

The provision of this policy shall apply to all documents, regardless of form. Electronic documents will be retained as if they were paper documents. Therefore, any electronic documents (including emails) that fall into one of the document types on the retention schedule set forth below will be maintained for the scheduled length of time.

2.9.1.2 Document Storage

Confidential paper documents shall be retained in a secure storage area. Where practical, boxes and file cabinets containing documents shall be labeled with a description of the documents and the date of destruction. Confidential electronic documents should be password protected in accordance with the University’s password policy.

2.9.1.3 Document Destruction

Absent a duty to the contrary arising under this policy or the law, the University shall destroy documents after expiration of the applicable retention periods. Departments are responsible for the destruction of their own records, with the oversight of the applicable Vice President. The University will, from time to time, coordinate and facilitate document destruction by engaging appropriate shredding and/or recycling services.

Records can be destroyed in one of the following ways:

1. Non-confidential paper records—Recycle
2. Confidential paper records—Shred
3. Electronically Stored Data—Erase or destroy. (University Technology Services (UTS) can assist you in effectively disposing of this data.)

2.9.1.4 Email Retention

Emails that fit into any category listed in the Retention Periods section of this policy shall be treated as such a document and shall be retained accordingly. Otherwise, all emails stored on desktop and laptops through Microsoft Outlook or other similar email software should ordinarily be deleted within 90 days unless relevant to an ongoing project or subject to a legal hold. Emails are backed up on the University's mail server for a period of 30 days, and cannot be accessed thereafter from the mail server.

2.9.1.5 Retention Periods

ACT = while active or employed

ENR = while enrolled

LIFE = life of the affected employee

PERM = permanent

FISOP = June 30 of the year the related FISOP/FISAP was submitted

The retention schedule below indicates the minimum (**MIN**) retention period per law/regulation. Please note that in many cases the University has defined its retention period (**SLU**) in excess of a minimum requirement. Saint Leo University personnel should follow the **SLU** retention period.

Document	Retention Period
INSTITUTIONAL AND LEGAL RECORDS	
Articles of Incorporation	PERM
Charter	PERM
By-Laws	PERM
Minutes of Trustee Meetings	PERM
Minutes of Trustee Committee Meetings	PERM

Licenses	ACT + 6 years
Deeds and Titles	PERM
Attorney Opinion Letters (Property)	ACT + 4 years
Leases	ACT + 6 years
Policy Statements	10 years
Campus Crime Reports (Annual)	4 years
Campus Crime Reports (Interim)	2 years
Campus Fire Reports	5 years
Contracts and Agreements	ACT + 6 years
Patent and Trademark Records	ACT + 6 years
Employee Directories (Maintained by Mail Services Dept.)	5 years
INDIVIDUAL STUDENT RECORDS	
Name Change Authorization	ENR + 6 years
Tuition & Fee Charges (In Student A/R files)	ENR + 6 years
Medical Records	7 years
FINANCIAL AID RECORDS	
Student Files	
Applications	5 years
Financial Aid Awards including Federal or State Aid	ENR + 6 years
Financial Aid Awards consisting of only SLU sponsored Aid	ACT +1
Financial Aid Transcripts	ENR + 6 years
Lenders Name and Address	ENR + 6 years
FFEL Student or Parent Borrowers Records	ENR + 3 years
Florida State Loan Records	5 years
Perkins Promissory Notes (Cancellations due to Bankruptcy Discharge or Permanent Disability)	PERM
Perkins Promissory Notes (Paid-in-full)	ACT + 3 years
Repayment History	ACT + 5 years
Student Employment	
Student Employment Agreements	6 years
Student Employment Job Descriptions	6 years
Timesheets	6 years

Employment Eligibility Verification (I9 Form)	the later of ACT + 1 year OR 3 years after hired
FAO Departmental Reports and Records	
Administrative records related to State of Florida Aid (Including manuals & Unit Record data)	6 years
Administrative records for Perkins, FWS, FSEOG & Pell	Award year + 3 yrs
FFEL Institution Participation Records	Award year + 3 yrs
FISOP/FISAP	FISOP + 3 years
DOE Cash/GAPS Reports & Reconciliations	Award year + 3 yrs
IPEDS(Integrated Postsecondary Education Data System)	3 years
IPEDS (if charge of discrimination filed by EEOC)	until disposition of charge/claim
EMPLOYMENT APPLICATIONS/EMPLOYMENT LISTINGS	
Job Announcements and Advertisements	1 year
Individual Applicants Who Are Not Hired	
Employment Applications	1 year
Background Investigation Results	1 year
Resumes	1 year
Letters of Recommendation	1 year
Correspondence with Applicants	
Individual Applicants Who Are Hires	
Employment Applications	ACT + 1 year
Background Investigation Results	ACT + 1 year
Resumes	ACT + 1 year
Medical Examinations	ACT + 1 year
Letters of Recommendation	ACT + 6 years
Offer Letters	ACT+ 1 year
PAYROLL RECORDS	
General Information	
Wage Rate Tables	3 years

Cost of Living Tables	1 year
Individual Employee Files	
Wage or Salary History	6 years
Salary or Current Rate of Pay	6 years
Payroll Deductions	6 years
Time Cards or Sheets	5 years
W-2 Form	6 years
W-4 Form	6 years
Garnishments	ACT
Payroll Register	6 years
State of Florida Employment Security Form 5208	4 years
Notices of Employment Security Claims	4 years
Form 941	4 years
Form 945	4 years
PERSONNEL FILES	
Individual Employee Files	
Employment Application or Resume	ACT
Employment History	ACT
Beneficiary Designation	ACT
Emergency Contacts	ACT
Medical Records	ACT
Promotions	ACT
Attendance Records	3 years
Employee Evaluations	3 years
Transfers	3 years
Personnel Actions	3 years
Disciplinary Warnings and Actions	3 years
Layoff or Termination	3 years
Employment Eligibility Verification (I9 Form)	the later of ACT + 1 year or 3 years after hired
General Files	
EEO-6 Reports (Now part of IPEDS)	3 years
Superseded Employee Manuals	10 years

Superseded Job Descriptions	10 years
EMPLOYEE MEDICAL, HEALTH AND SAFETY RECORDS	
Accident Reports	6 years
Employee Exposure Records	30 years
Exposed Employee Medical Records	30 years
Safety Records	6 years
Employee Medical Complaints	6 years
Employee Injury Records	6 years
BENEFIT RECORDS	
Individual Employee Files	LIFE
Education Assistance	LIFE
Vesting	6 years
Sick Leave Benefits	LIFE
Retirement Benefits Accrued	LIFE
403B Benefits Accrued	LIFE
Disability Records	LIFE
General Files	
Actuarial Records	6 years
Incentive Plans (after expiration)	6 years
Pension Plans (after expiration)	6 years
Retirement Plans (after expiration)	6 years
FEDERAL TAX RECORDS	
Form 990 and Support	3 years
Form 990-T and Support	3 years
Antitrust Tax Returns and Support	3 years
STATE AND LOCAL TAX RECORDS	
City & State Excise Tax Reports (Includes support documentation)	5 years
Unclaimed Property Filings (Includes support documentation)	6 years
REVENUE RECORDS	
Accounts Receivable (Includes Deposit and NCT Summaries)	6 years
Accounts Receivable Subsidiary Ledgers	6 years

A/R Fiscal Year End Report	
Receipts (for all gifts and sales from all sources on campus - Retained by the Department which effected the sale/gift)	6 years
Each Department which processes Recharge or Cash Sales/Gift transactions must keep a record/ledger of all transactions	ACT + 5 years
Uncollected Accounts (Includes Charge Off files)	ACT + 6 years
ACCOUNTS PAYABLE RECORDS (Maintained in the A/P Office)	
Accounts Payable Vendor Files	
Processed/Paid Purchase Orders	5 years
Original Invoices (Includes those records maintained by the Bookstore, Dining Services & Human Resources)	5 years
Expense Reports	5 years
Accounts Payable Subsidiary Reports	5 years
Accounts Payable Post Reports	5 years
Accounts Payable Check Prep Reports	End of Annual Audit
1099 and 1042 Reports	7 years
A/P Check Registers	5 years
BANK RECORDS	
Wire Transfer Records (Kept in the JV files)	5 years
Bank Statements	5 years
Deposit Records	5 years
Bank Reconciliations & Support	5 years
Canceled Checks	5 years
GRANT AND GIFT RECORDS	
Government Grant Files	ACT + 3 years
Private Grant Files	ACT + 6 years
Deeds and Titles for Donated Real Property subsequently sold	PERM
Life Income Agreements (May need to retain as Endowment records)	ACT+6
ENDOWMENT RECORDS (And other Permanently Restricted Net Asset Records)	
CAPITAL PROPERTY RECORDS	
Property Records	ACT + 5 years

Inventory	ACT + 5 years
Depreciation Schedules	ACT + 5 years
Mortgage, Bonds and Other Long-Term Debt Records	ACT + 5 years
Property Improvement Records	ACT + 5 years
Sales	5 years
Property Tax Exemption Records	PERM
FINANCIAL RECORDS	
Description of Accounting System	ACT
General Ledgers and Operating Ledgers	ACT + 5 years
Subsidiary Ledgers	ACT + 5 years
Journal Vouchers and backup (including budget entries)	
Account Reconciliations	
Annual Financial Report (audited)	ACT + 5 years
Audit Reports and Work papers in support of the Annual Financial Report	ACT + 5 years
Unclaimed Property Records	
BUDGET RECORDS	
Annual Budget (and support)	ACT + 15 years
Budget Reports	ACT + 10 years
FACILITIES RECORDS	
Building Permits	
Building Plans and Specifications	ACT + 5 years
Office Layouts	PERM
Zoning Permits	ACT
Operating Permits	ACT
Maintenance Records	ACT
Motor Vehicle Records	ACT
Air or Water Waste Emissions	ACT
Hazardous Chemical Waste Records	3 years
Laboratory Practices	5 years
LITIGATION RECORDS	ACT
Claims	

Court Documents and Records	ACT
Deposition Transcripts	ACT
Discovery Materials	ACT
Litigation Files	ACT
INSURANCE RECORDS	ACT + 2 years
Property Insurance Policies	PERM
Liability Insurance Policies	PERM
Insurance Claim Documents	PERM
BOND DOCUMENTS	PERM
Form 1023	
501(c)(3) Determination Letter	Bond Life + 3 years
Bond Transcripts, official Statements and other offering documents	PERM
Minutes and Resolutions authorizing issuance	Bond Life + 3 years
Formal Elections for Bond Financings	Bond Life + 3 years
Appraisals, demand surveys, or feasibility studies for bond-financed property	Bond Life + 3 years
Documents related to government grants associated with construction, renovation or purchase of bond financed facilities	Bond Life + 3 years
Publications, brochures, and newspaper articles for bond financing	Bond Life + 3 years
Trustee Statements	Bond Life + 3 years
Correspondence (letters, e-mails, faxes, etc.)	Bond Life + 3 years
Reports of any prior IRS examinations of Saint Leo or its bond financings	Bond Life + 3 years
Documents related to investments of bond financing proceeds	PERM
Copies of Arbitrage-Related Documents	Bond Life + 3 years
	Bond Life + 3 years

2.9.2 Fixed (Capital) Asset Capitalization, Depreciation, and Disposition Policy

2.9.2.1 Overview

All fixed (capital) assets obtained by the University are to be capitalized, depreciated, and disposed of in accordance with applicable laws or regulations, generally accepted accounting principles, and this policy. If this policy is ever inconsistent with the requirements of applicable laws or regulations or generally accepted accounting principles, the applicable laws or

regulations or generally accepted accounting principles, in that order, will take precedence over this policy.

Capital assets obtained by the University include those that are purchased with University, gift, or grant funds, or acquired by other means.

Tangible or intangible property acquired by the University that does not meet the definition of a fixed (capital) asset is to be expensed as incurred. Capital asset repair and maintenance costs that do not meet the definition of improvements to land, buildings, or leaseholds are to be expensed as incurred.

Title to or ownership of all University property is deemed to be vested in Saint Leo University unless stipulated by the funding source. Title does not rest with any department, faculty, student, or staff member, regardless of the source of funds or donations associated with the acquisition.

2.9.2.2 Purpose

The purpose of this policy is to establish guidelines for the control of capital assets owned by the University. The purposes of the controls are to safeguard and preserve the life expectancy of fixed (capital) assets. The purpose of this policy is also to provide guidelines to ensure accurate and complete financial reporting for the acquisition of tangible and intangible property, and the depreciation and disposition of capital assets, in accordance with applicable laws and regulations and generally accepted accounting principles.

2.9.2.3 Capitalization of Fixed (Capital) Assets

Capital Asset Definition: A capital asset, for the purposes of this policy, is defined as tangible or intangible property owned by the University and property leased from others that qualify as a capital lease or leasehold improvement with a useful life that extends beyond the year it is placed in service and meets the definition and minimum dollar amount for capitalization per asset category as follows:

Land: Land is real property that is purchased or acquired by gift or bequest for operating purposes. Land is accounted for and controlled by parcels that are identified by their legal description. All land costs are capitalized but not depreciated.

All expenditures made to acquire land and to ready it for use are considered part of the land cost. Land costs typically include the purchase price; closing costs, such as title to the land, attorney and appraiser fees, and recording fees; and costs incurred to prepare the land for its intended use, such as grading, filling, draining, and clearing.

When land is acquired with a building erected thereon, total cost is allocated between land and building in reasonable proportion at the date of acquisition. If the transfer document does not show the allocation other sources of information may be used, such as an expert appraisal or the real estate tax assessment record.

Land Improvements: Land improvements include exhaustible modifications made to land and infrastructure to add to its value, enhance its functionality, or adapt it to new use. Land improvements with a total cost of \$1,000.00 or more are capitalized.

Land improvements typically include landscaping, roads, sidewalks, fences, curbs, bridges, irrigation and drainage systems, parking lots, lighting, sewer and electrical utility infrastructures, and athletic fields, tracks, and courts.

Buildings: Buildings are permanent, enclosed structures that house persons or personal property. Buildings are accounted for and controlled as individual buildings or structures. Buildings with a total cost of \$1,000.00 or more are capitalized.

The cost of buildings should include all expenditures related directly to their acquisition or construction. In addition to the purchase or construction costs directly identifiable with the building project, this would include legal and title fees, professional fees (e.g. attorneys, architects, engineers, etc.), surveying and appraisal fees, site preparation costs, broker's fees, closing costs, costs related to the demolition of unwanted structures, overhead and interest costs if new construction and any other costs necessary to place a building or structure into its intended location and condition for use.

When land is acquired with a building erected thereon, total cost is allocated between land and building in reasonable proportion at the date of acquisition. If the transfer document does not show the allocation, other sources of information may be used, such as an expert appraisal or the real estate tax assessment record.

Building Improvements: Building improvements include alterations, renovations, and repairs to existing structures that increase the value of the building or structure, make it more useful (i.e. increase its performance, capacity, or future service potential), or significantly increase the normal service life of the building or structure. Building improvements with a total cost of \$1,000.00 or more are capitalized.

Building improvements typically include the **major** replacement or upgrading of building systems or components necessitated by obsolescence, change in use, code requirements, deterioration, and/or related space modifications and aesthetic improvements. Building systems and components include all permanently attached fixtures, machinery, and other components that cannot be removed without damage to the building. Examples include boilers, furnaces, HVAC systems, elevators, plumbing, electrical wiring, telecommunication/data wiring, fire alarm and sprinkler systems, and lighting fixtures.

Leasehold Improvements: Leasehold improvements include alterations, renovations, and repairs to leased facilities that increase the value of the leased facility, make it more useful (i.e. increase its performance, capacity, or future service potential), or significantly increase the normal service life of the facility. Leasehold improvements with a total cost of \$1,000.00 or more are capitalized and amortized over the life of the lease.

Additional guidance for building or leasehold improvements: Many times improvements and replacements result from a general policy to modernize or rehabilitate an older building, structure, or facility. Good judgment shall be used to differentiate these types of expenditures from normal repairs; i.e. does the expenditure increase the future service potential of the building, structure, or facility, enhance its efficiency, or prolong its service life, or does it merely maintain the existing level of service?

Expenditures that maintain the existing level of service should be expensed as incurred. Expenditures that increase the future service potential of the asset should be capitalized.

Examples of expenditures that should be capitalized (if the \$1,000.00 capitalization threshold is met):

1. Significant structural changes that increase the building's usefulness, efficiency, or useful life such as reinforcement of floors or walls, installation or replacement of beams, rafters, joists, steel grids, or other interior framing.

2. Improvements involving the removal of a major part or component of a building and the substitution of a different part or component with better or superior operating capability such as the replacement of single pane windows with thermal windows or the upgrading of plumbing and electrical wiring to meet new code requirements.
3. Improvement costs to restore or improve buildings, such as the total or partial upgrade of a facility to higher standards of quality or efficiency than originally existed. Examples would include the complete interior renovation of a residence hall or the reconfiguration of an existing space to serve a new or different purpose. All costs associated with such renovation efforts should be capitalized as part of the building, including expenses like painting or re-carpeting that typically would be expensed.
4. The installation or complete replacement of siding, roofing, masonry, etc.:
5. Examples of expenditures that should be expensed as incurred (unless associated with a major renovation project, in which case all expenses, including those below would be capitalized as part of the total project cost):
 - a. Work to maintain buildings and building improvements in existing condition, such as repainting, touch-up plastering, and any other maintenance-related expenditure that does not increase the value of the building.
 - b. Repair or partial replacement of deteriorated siding, roofing, or masonry sections.
 - c. Replacement of a part or component of a building with a new part of the same type and performance capabilities, such as the replacement of old windows with the same type or grade of windows.
 - d. Replacement floor, window and wall coverings, such as linoleum, tile, carpeting, blinds, drapes, wallpaper, or paneling.
 - e. Expenditures incurred to maintain assets in good operating condition.

Construction in Progress: The costs of buildings or other real property assets under construction at a balance sheet date that meet or exceed the capitalization thresholds identified above will be capitalized and included on the University's balance sheet as "Construction in Progress". When the constructed asset is substantially complete and put into use, accumulated construction-in-progress costs are capitalized and depreciated within their respective fixed (capital) asset category in accordance with this policy.

Furniture and Equipment: Furniture and equipment is tangible personal property purchased or acquired by gift to be used for operating purposes with a total cost (fair value if donated) of \$1,000 or more unless computer related when it is \$500.00 or more, such as desks, filing cabinets, computer hardware, automobiles, musical instruments, and laboratory equipment. Personal property acquired for resale is not to be recorded as furniture or equipment but as merchandise inventory.

The cost is net of any purchase discounts and includes all non-refundable purchase taxes, freight or transportation charges, and any costs necessary to place the asset in its intended location and condition for use. This includes costs paid to the vendor for installation and testing. Labor costs incurred by University personnel for installation and testing are not includable as part of the cost.

Pieces of furniture with an individual cost of less than \$1,000.00 that are purchased as a "set" or "group" that will be used together and have a combined cost of \$1,000.00 or more should be

capitalized. Examples include tables and chairs for a meeting room, classroom desks, or bedroom sets for residence halls.

Include the cost of extended maintenance or warranty contracts in the asset cost if the contract is purchased at the same time as the furniture or equipment.

Property Leased From Others Under Capital Leases: A capital lease is a lease that is treated in a manner similar to a fixed (capital) asset purchase with a minimum capitalization cost of \$1,000.00 per item. If the lease is non-cancelable and has at least one of the following characteristics, the leased asset is recorded on the books as a fixed (capital) asset of the University:

1. It passes title to the lessee;
2. It contains a bargain purchase option;
3. Its lease term is at least 75% of the asset's estimated economic life;
4. The present value of the minimum lease payments (discounted at the lower of the implicit interest rate or the incremental borrowing rate) equals or exceeds 90% of the asset's fair value.

Similar consideration should be given to "sets" or "groups" of items as noted above.

Computer Software: Computer Software is intangible property that is designed to cause a computer to perform a desired function. Computer software that is acquired from a third party shall be capitalized if the cost or fair value, if donated, is \$500.00 or more.

Library Resources: Library resources purchased for the Cannon Memorial Library are capitalized at their purchase price, net of any purchase discounts and including all non-refundable purchase taxes, freight or transportation charges, and any incidental costs.

Library resources donated to the University to be used in the Cannon Memorial Library are recorded at fair value as of the date of the gift.

Expenditures for library book binding, document delivery, electronic media disks and tapes, and electronic media online (Banner Finance system accounts 7052X) are expensed as incurred.

Collections: Collection items may be acquired by either donation or purchase. Collections include works of art, rare books and documents, animal, botanical, or mineral specimens, and other items held for display or study. All collection items are capitalized, but are not depreciated. Collections are items that meet all of the following criteria:

1. The collection is held for exhibition to the public or for educational purposes or research, and not for financial gain.
2. The collection is protected, cared for, and preserved.
3. At the time of acquisition, it is understood that should the collection item(s) ever be sold that the proceeds from the sale of the collection item(s) be reinvested in other collection items.

Other Assets: Other assets include works of art, historical treasures, and similar assets with a cost of \$1,000.00 or more that do not meet the definition of a collection.

Exception to the above definition of fixed (capital) assets: If assets are purchased with federal funds, the institution will need to follow the applicable cost circular from the Office of Management and Budget for the capitalization threshold.

2.9.2.4 Acquisition of Fixed (Capital) Assets

Purchases: Except Cannon Memorial Library resources, purchases are to be made using either a University purchase order created and approved using the Datatel online purchase order system or a contract between the University and the vendor. Purchases of Cannon Memorial Library resources are to be made using the University's library resources acquisition system.

Donations: Fixed (capital) assets, donated to the University, will be recorded at the fair value of the property as of the date of the donation. The Office of University Relations will be notified of all donations of fixed (capital) assets prior to acceptance so that donations are accepted, documented, and acknowledged in accordance with Internal Revenue Service (IRS) regulations and the University's Gift Acceptance Policy. The Office of University Relations will coordinate with Financial Services to ensure that donations of fixed (capital) assets are recorded in the University's accounting records in accordance with generally accepted accounting principles, the University's gift acceptance policies, and this policy.

Acquisition of land and buildings: For all land and building acquisitions, the Vice President for Business Affairs or the President will ensure that legal title to the land and/or building is appropriately transferred to the University. The Vice President for Business Affairs or the President will also coordinate with Financial Services to ensure the land or building is properly recorded in the University's accounting records.

Acquisition of land, building, and leasehold improvements: All improvements made to University owned or leased land and buildings are to be managed and/or coordinated by a Facilities Services manager, as designated by the Associate Vice President for Business Affairs. The responsible Facilities Services project manager will ensure that purchases and expenditures related to the repair, maintenance, or improvement of land and buildings are coded in accordance with the coding procedures included in this policy.

Acquisition of furniture, equipment, and computer software: University budget administrators and University department administrative support staff will ensure that purchases of and expenditures for furniture, equipment, and computer software are coded in accordance with the coding procedures in this policy. In the case of internally developed or implemented software, the responsible manager will coordinate with Financial Services to ensure that transactions are recorded and supporting records are maintained in accordance with generally accepted accounting principles.

If a vehicle is purchased, the Controller has the responsibility to ensure that title to the vehicle is properly transferred and registered in the University's name in accordance with applicable laws and regulations. Facilities Services will add the vehicle to the University's list of fleet vehicles.

Acquisition of library resources: The Budget Administrator for Cannon Memorial Library staff will ensure that purchases of and expenditures for library resources are coded in accordance with the coding procedures in this policy.

Acquisition of collections, works of art, historical treasures, and other similar assets: The responsible University officer or manager will coordinate with Financial Services to ensure that purchases of and expenditures for collections, additions to collections, works of art, historical treasures, or other similar assets are coded in such a way to ensure they are accounted for in accordance with generally accepted accounting principles.

2.9.2.5 Coding Fixed (Capital) Asset Purchases and Expenditures

Acquisitions of tangible or intangible personal property and real property are to be coded to the appropriate accounting system account code, to ensure accurate and complete financial reporting. Questions about appropriate account codes to use should be directed to the individuals identified at the end of this policy document.

2.9.2.6 Disposition of Fixed (Capital) Assets

When a University owned or leased fixed (capital) asset is sold or otherwise disposed (e.g. the asset has become obsolete, impaired, no longer has value, and/or is to be discarded), the responsible department manager will coordinate with Financial Services to ensure that sales or other tax, if applicable, is collected, and the proceeds from the sale or disposition, including sales tax are deposited and recorded to ensure accurate and timely financial and tax reporting. The responsible department manager will also ensure that legal title to the fixed (capital) asset is appropriately transferred to the purchaser, as applicable.

If the asset sold or disposed of is 1) land, 2) a building, or 3) furniture, or equipment, whose cost at the time of acquisition was equal to or greater than \$1,000.00, or software whose cost at the time of acquisition was equal to or greater than \$500.00, Financial Services will make the accounting entries needed to remove the property and accumulated depreciation, if applicable, from the University's accounting records and record any gain or loss on the sale or disposition. Financial Services will also, if applicable, notify the appropriate government office and request that the University's name be removed from the property tax rolls as the owner of the property.

When a vehicle is sold, the Associate Vice President of Business Affairs, or designee, has the responsibility to ensure that seller's reports and title and registration transfers are filed in accordance with applicable laws and regulations.

2.9.2.7 Reporting Theft or Loss of Fixed (Capital) Assets

When it is believed that furniture or equipment has been lost or stolen, it should be reported to both Security Services and the responsible department immediately.

2.9.2.8 Responsibilities

1. University Officers, Managers, Budget Administrators, Department Administrative Support Staff, and Facilities Services and Financial Services staff shall:
 - a. Comply with this policy to capitalize, acquire, code, depreciate, and dispose of tangible and intangible personal and real property.
2. Additional responsibilities of Financial Services staff, to be conducted in accordance with applicable laws and regulations, generally accepted accounting principles and this policy, include:
 - a. Creating and maintaining the University's fixed (capital) asset acquisition, capitalization, depreciation, and disposition records, including required financial and tax reporting.

- b. Conducting a periodic review of fixed (capital) asset expense accounts, including expense accounts for furniture, equipment, and computer acquisitions with a cost of less than \$500.00, to ensure that the transactions recorded in those accounts are materially correct.
- c. Conducting periodic reconciliation of fixed (capital) asset and accumulated depreciation balance sheet accounts.
- d. Preparing capitalization and depreciation accounting entries at least annually and in conjunction with the close of the University's fiscal year.
- e. Preparation of fixed (capital) asset and depreciation analytical reviews, audit schedules, and financial statement and footnote disclosures.

2.9.2.9 Regulatory or Authoritative References

1. Financial Accounting Standards Board (FASB), Accounting Standards Current Text.
2. FASB, Statement of Financial Accounting Standard (SFAS) No. 93.
3. American Institute of Certified Public Accountants (AICPA), Accounting and Audit Guide for Not-for-Profit Organizations, with confirming changes as of May 1, 2002, Chapter 9.
4. AICPA, Statement of Position 98-1: Accounting for Costs of Computer Software Developed for Internal Use.
5. National Association of College and University Business Officers (NACUBO), Financial Reporting and Accounting Manual (FARM), ¶407.
6. United States Office of Management and Budget (OMB), Cost Circulars, (as appropriate, if federal funding (grants or contracts) are involved.)

2.9.3 Petty Cash and Cash Advance Policies

2.9.3.1 Petty Cash

In order to request petty cash funds or change petty cash officer, the budget officer or director shall e-mail the Dean or appropriate Vice President who will approve and forward approval to the Staff Accountant in charge of petty cash reconciliation. While a petty cash officer is assigned, the director or manager is ultimately responsible for the administration of petty cash funds.

Petty cash funds may be set up in amounts ranging from \$100.00 to \$200.00. The purpose of a petty cash fund is to provide cash to departments/centers to cover minor expenditures, not to exceed \$50.00, such as postage and office supplies when use of Office Depot is impossible. Petty cash must not be used as an operating fund (i.e. to pay invoices, goods or services), or to make advances or loans. The misuse of petty cash funds will result in fund termination.

All departments/centers with approved petty cash funds must have an assigned petty cash officer to account for and administer such funds. The director or manager must ensure that the cash is kept in a secure/locked area in the center. Receipts for expenditures must be logged in the petty cash record and kept with remaining cash. The total of receipts, with cash on hand, must equal the total petty cash fund at all times, and is subject to unannounced audit.

Petty cash funds must be reconciled on a monthly basis and submitted to accounts payable, regardless of the amount spent. The petty cash reconciliation submitted to accounts payable must include original receipts attached to the Saint Leo University petty cash record, signed by the petty cash officer and the director or manager. When petty cash reconciliation is submitted, the total of receipts must not exceed the total value of the fund. If no petty cash is used in a given month, the petty cash reconciliation must be signed by the petty cash officer and director or manager and sent to Accounts Payable.

Petty cash assigned to a center, department, or officer may not be reassigned to another department or employee. When a petty cash officer is no longer employed at the University, the director or immediate supervisor must reconcile funds and deposit funds separately from payment activity into Saint Leo University depository account. The director or immediate supervisor must forward petty cash record with expenditure receipts and bank cash deposit receipt to accounts payable. In order to assign a new petty cash officer, the appropriate request must be done through the Staff Accountant.

2.9.3.2 Cash Advances

Trane Stop at the University Campus is authorized to handle cash advance requests for \$50 and under. Cash Advance Forms are available from Trane Stop and must be signed by the department manager. Cash advances will be given out to employees only, with the only exception being students who work in an official University capacity and have Vice President or Vice President designee approval.

Unexpended cash and/or receipts must be returned to Trane Stop for reconciliation within 24 hours of the advance. No additional cash advance requests will be accepted until all previous transactions are reconciled. All transactions will be charged to the requesting department's budget.

For cash advances greater than \$50, employees must follow the following steps:

1. Complete an on-line requisition on Datatel:
 - a. List the employee as the vendor (the check will be made payable to the employee).
 - b. The vendor payment terms on the REQM screen will default to "UR-Upon Receipt." Change the payment terms to "CA-Cash Advance."
 - c. For the item description, list the item as a cash advance and include the business purpose, event, and dates.
 - d. GL number should be Travel Administrative 54814.
2. Within 10 days of the event/trip, the employee must account for the advance with a Travel and Expense (T&E) Report, which can be found on Data Mart under Procurement Resources.
 - a. Any excess cash shall be deposited at Trane Stop for employees located at University Campus, at which time Trane Stop will give you a receipt.
 - b. For employees located at a Center; any excess cash shall be deposited in the daily session, charged to account number 1-0-000000-12321-0000, and a receipt printed out for the employee.
 - c. The T&E Report must have all original receipts attached and be signed by the employee and supervisor, then forwarded to Accounts Payable.

If any cash advance is outstanding, no additional cash advances or expense reimbursements will be processed.

2.9.4 Travel and Reimbursement Policies

It is the responsibility of all employees to make their own travel arrangements. If an employee needs guidance, the Purchasing Department (ext 8520) can provide assistance. University credit cards can be used to pay for travel arrangements, otherwise contact the Purchasing Department to determine the best method of payment.

2.9.4.1 University Credit Cards

A request for a University credit card shall be made by the department head and approved by a Vice President. The University provides credit cards for those employees who, because of the nature of their position, must travel extensively on University business. Once an employee has been approved for a credit card, the Purchasing Department will send the employee the University Card Agreement that must be signed before a card is issued. The University Card Agreement outlines the employee's responsibility in regards to the credit card. The monthly statement will be forwarded to the employee's home address. The employee must make the monthly payments on time and in full directly to the credit card company. The University receives a copy of the billing sent to the employee's home. Should the credit card be misused in any way, including but not limited to, charging of personal items to the University or not paying in a timely manner, the University will have no choice but to cancel the credit card. The University does not reimburse any finance or late charges. The procedure for reimbursement of charges on the credit card is the same as the procedures for travel reimbursement. Specifically, receipts from credit card charges shall be attached to a reimbursement form and submitted to Accounts Payable for payment.

Once an employee gives notice or is no longer employed, the credit card will be cancelled.

2.9.4.2 Air Travel

Travelers are expected to book the lowest-priced airfare available. Greater savings can be achieved by allowing maximum flexibility in travel planning. Most airlines have eliminated the discount for stay over a Saturday night. In those cases where a lower airline rate can be obtained by staying over a Saturday night, these savings must be weighed against the additional cost of meals and lodging associated with a longer stay.

Tickets purchased with frequent flyer miles will not be reimbursed because it is difficult to determine the dollar value of these tickets. Frequent flyer memberships shall not influence travelers in flight selection.

2.9.4.2.1 Dues for Airline Club Membership

Dues for membership in an airline club are generally not reimbursable. Exceptions may be made for those employees whose duties require them to travel abroad.

2.9.4.2.2 *Lost Baggage*

The airlines are responsible for compensating the owners of lost baggage. The University will not reimburse travelers for personal items lost while traveling on business.

2.9.4.2.3 *Excess Baggage*

Employees will be reimbursed for excess baggage charges only when traveling with heavy or bulky materials or equipment necessary for business or when traveling for more than fourteen days.

2.9.4.2.4 *Cancellations*

When a trip is canceled after the ticket has been issued, the traveler shall inquire about using the same ticket for future travel. Travelers can reuse airline tickets if airfare eligibility requirements are met. These requirements shall be verified with the issuing agency. In some cases, airlines will credit a portion of the ticket price as a credit to be used within a specified time period. The “ownership” of the credit depends upon if the employee received reimbursement for it. If the cancellation was not caused by the employee’s direction, but rather a necessity of business, the lost fare will be reimbursable to the employee.

2.9.4.2.5 *Unused/Voiced Airline Tickets*

Unused airline tickets or flight coupons have a cash value and therefore must not be discarded or destroyed. For a change fee, many non-refundable tickets can be used for future travel. The Purchasing Department shall be contacted if an airline ticket cannot be used. In some cases, airlines will credit a portion of the ticket price as a credit to be used within a specified time period. The “ownership” of the credit depends upon if the employee received reimbursement for it. If the cancellation was not caused by the employee’s direction, but rather a necessity of business, the lost fare will be reimbursable to the employee.

2.9.4.3 *Lodging*

Travelers may stay in a standard room at a non-luxury hotel. It is the traveler’s responsibility to notify either the hotel or the agency with whom the reservation was made to cancel a room reservation. Travelers shall request and record the cancellation number in case of billing disputes. Travelers will not be reimbursed for “no show” charges.

2.9.4.3.1 *Conference Reservations*

If there are several conference hotels, travelers shall stay at a non-luxury property. Many times discounts can be received when booking a conference hotel by using a code provided in the conference information.

2.9.4.3.2 *Hotel Personal Expenses*

Personal expenses incurred while traveling will not be reimbursed. Please refer to the list of Non-Reimbursable Expenses in paragraph 2.9.4.7.

2.9.4.3.3 *Lodging in a Private Residence*

If a traveler decides to stay at a private residence, travelers will be reimbursed for meals when receipts are provided. The University will reimburse the traveler for one “thank you” dinner for a host family. The cost of this “thank you” meal shall not exceed the cost of a hotel for one night which would have been utilized.

2.9.4.3.4 *Hotel Frequent Guest Programs*

Many hotels have frequent guest programs that reward travelers with free accommodations in exchange for a specified number of paid room nights at the hotel. Reimbursement will not be given to travelers for the value of the free accommodations used for business travel. Membership fees associated with joining these programs are not reimbursable.

2.9.4.4 *Automobiles*³

Persons with serious driving violations are prohibited from driving University vehicles. Serious violations are defined as a suspended or restricted license or any drug or alcohol related violation in the past five (5) years. The University reserves the right to do periodic driving record checks for any person driving on University business. It is the employee’s responsibility to notify the University immediately if a change in driving status occurs. Failure to comply with this provision may result in disciplinary action including dismissal.

2.9.4.4.1 *Motor Pool Guidelines*

After deciding that traveling by car is the best option, travelers (main campus) are encouraged to reserve a Motor Pool car through Campus Safety. Gasoline credit cards are available for the Motor Pool cars.

2.9.4.4.2 *Private Auto*

Travel by auto is reimbursable at a rate periodically determined by the University, provided such total reimbursement does not exceed equivalent coach fare or other reasonable available transportation. Reimbursable mileage shall be calculated as the lesser of the actual mileage from the University Center and back or from the place of departure if other than the University. Non-reimbursable costs include, but are not limited to, car maintenance or repair charges, tickets, fines, and traffic violations. Employees operating any personal or rental vehicle on University business are required to maintain insurance on their vehicle in the amount required by law. Employee insurance is primary, even on University business, when driving a personal or rental vehicle.

2.9.4.4.3 *Rental Car*

Travelers may rent up to and including a full size vehicle. Car insurance shall be declined within the U.S. and accepted outside the U.S. Travelers may book a class of service above a full size vehicle:

³ Rental, motor pool and private vehicles.

1. When cars in the authorized category are not available;
2. When additional space is required for transporting materials;
3. For pre-approved medical reasons; and
4. When the traveler can be upgraded at no extra cost to the University.

2.9.4.4.3.1 Rental Car Program

The University may from time to time have an agreement with a major rental car provider. In some cases, this provider may extend discounts to Saint Leo University employees. Please check with the Purchasing Department to get current information. In some markets the agreement may not provide the lowest rate. As such, an employee should still consider checking prices to obtain the lower available rate.

2.9.4.4.3.2 Rental Car Costs

Reimbursable costs include the daily rental fee, mileage fee, gasoline charges and tolls. Non-reimbursable costs include, but are not limited to, car repairs, tickets, fines, and traffic violations.

2.9.4.4.3.3 Rental Car Insurance

Saint Leo University self-insures for liability arising from an employee's use of an automobile in the course and scope of his or her employment.

Therefore employees traveling exclusively on University business in the United States will not be reimbursed for the purchase of insurance, including collision damage waiver and liability. The University's self-insurance will not apply to any personal trip taken in a rental car.

2.9.4.4.3.4 Rental Car Cancellation

Travelers are responsible for canceling rental car reservations and must contact either the travel agency or the rental car company. Travelers shall request and record the cancellation number in case of billing disputes. No show billings will not be reimbursed.

2.9.4.4.3.5 Rental Car Pick Up

Travelers shall check with the rental car agent for any last-minute specials or free upgrades. At the time of rental, the car shall be inspected with a rental agent; any damage found shall be noted on the contract before the vehicle is accepted.

2.9.4.4.3.6 Authorized Rental Car Drivers

All individuals who intend to drive the rented vehicle must be listed with the rental agency for insurance. Only Saint Leo employees are covered under the University's insurance plan. Spouses, friends, and other non-employees listed as drivers are covered only under insurance provided by the rental company or under the driver's personal automobile insurance.

2.9.4.4.3.7 Student Drivers

If renting a car, students are expected to meet the rental company's minimum age requirement. If a student drives a Motor Pool car, the student must be cleared by Campus Safety as an acceptable driver.

2.9.4.4.4 *Commuting Expenses*

Travel from an employee's residence to a normal place of business is treated as a commuting expense and is not reimbursable. Any request for reimbursement of commuting expenses must be approved by the department head. This type of commuting expense will be treated as income to the recipient and reported to the IRS. Commuting trips are not covered by the University for collision damage or accidental death and dismemberment nor covered as Workers Compensation. The University frowns on reimbursing for commuting travel to an employee's primary work place.

2.9.4.5 **Meals**

Actual expenses for meals and tips are reimbursable. When on local travel, check with the department head to see if the noon meal will be reimbursed. Receipts from meal charges shall be attached to a reimbursement form and submitted to Accounts Payable for payment. If a meal receipt is lost, employees may still be reimbursed. The employee shall estimate the cost of the meal (including tip), however, the cost shall not exceed the following scale:

1. Breakfast.....\$5.50 if departure before 6 a.m.
2. Lunch..... \$7.50
3. Dinner..... \$12.00 if return after 7 p.m.

As a guideline for meals, typical reimbursement shall not exceed twice the above scale. Exceptions may be approved at the Director level.

2.9.4.6 **Miscellaneous Reimbursable Expenses**

The following is a list of miscellaneous expenses that will be reimbursed if incurred while traveling on University business:

1. Business office expenses (fax, copy services, telegrams/telexes, etc.);
2. Business phone calls;
3. Conference fees (include registration form with expense report);
4. Currency conversion fees;
5. Ground transportation (taxi, bus, subway, etc.);
6. Laundry/dry cleaning/suit pressing for trips exceeding five days;
7. Overnight delivery/postage;
8. Parking and tolls;
9. Tips; and
10. Visa/passport consulate fees.

2.9.4.7 Non-Reimbursable Miscellaneous Expenses

The following is a list of miscellaneous expenses that do not qualify for reimbursement.

1. Airline club membership dues;
2. Air phone usage;
3. Annual fees for personal credit cards;
4. Auto repairs;
5. Baby-sitting;
6. Barbers and hairdressers;
7. Clothing or toiletry items;
8. Corporate card delinquency fees or finance charges;
9. Country club dues while traveling;
10. Expenses related to vacation or personal days taken before, during, or after a business trip;
11. Personal golf fees;
12. Frequent flyer tickets;
13. Laundry or valet services for travel of fewer than five days;
14. Loss or theft of cash advance money or airline tickets;
15. Loss or theft of personal funds or property;
16. Lost baggage;
17. Luggage, briefcases;
18. Magazines, books, newspapers, personal reading materials;
19. Medical expenses while traveling;
20. Mini-bar alcoholic refreshments;
21. Hotel in-house movies;
22. “No show” charges for hotel or car service;
23. Optional travel or baggage insurance;
24. Parking tickets or traffic violations;
25. Personal accident insurance;
26. Personal automobile routine maintenance/tune-ups;
27. Personal entertainment, including sporting events;
28. Personal property insurance;
29. Personal telegrams;
30. Personal telephone calls in excess of reasonable calls home;
31. Pet care;

32. Rental car upgrades;
33. Saunas, massages;
34. Shoe shine;
35. Souvenirs or personal gifts; and
36. U.S. traveler's check fees.

If an employee has any questions concerning whether an expense is reimbursable or not, it is best to check with the employee's department head before the expense is incurred.

2.10 Identify Theft Prevention Policies

2.10.1 Purpose

The purpose of this policy is to establish an Identity Theft Prevention Program designed to detect, prevent, and mitigate identity theft to comply with Part 681 of Title 16 of the Code of Federal Regulations, which implement Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003.

2.10.2 Definitions

Identify theft means fraud committed or attempted using the identifying information of another person without authority.

A covered account means:

1. An account that a financial institution or creditor offers or maintains, primarily for personal, family, or household purposes that involves or is designed to permit multiple payments or transactions. Covered accounts include credit card accounts, mortgage loans, automobile loans, margin accounts, cell phone accounts, utility accounts, checking accounts and savings accounts; and
2. Any other account that the financial institution or creditor offers or maintains for which there is a reasonably foreseeable risk to students or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation or litigation risks.

A red flag means a pattern, practice or specific activity that indicates the possible existence of identity theft.

2.10.3 Program Details

Saint Leo University establishes this Identity Theft Prevention Program to detect, prevent, and mitigate identity theft. The Program shall include reasonable policies and procedures to:

1. Identify relevant red flags for covered accounts it offers or maintains and incorporate those red flags into the program;

2. Detect red flags that have been incorporated into the Program;
3. Respond appropriately to any red flags that are detected to prevent and mitigate identity theft; and
4. Ensure the Program is updated periodically to reflect changes in risks to students and the soundness of the University's program to protect against identity theft.

The program shall, as appropriate, incorporate existing policies and procedures that control reasonably foreseeable risks.

2.10.4 Administration of Program

1. The Vice President of Business Affairs, the Associate Vice President of Student Services, and the Associate Vice President/Chief Information Officer shall be jointly responsible for the development, implementation, oversight, and continued administration of the Program.
2. The Program shall train staff, as necessary, to effectively implement the Program; and
3. The Program shall exercise appropriate and effective oversight of service provider arrangements.

2.10.5 Identification of Relevant Red Flags

1. The Program shall include relevant red flags from the following categories as appropriate:
 - a. Alerts, notifications, or other warnings received from consumer reporting agencies or service providers, such as fraud detection services;
 - b. The presentation of suspicious documents;
 - c. The presentation of suspicious personal identifying information;
 - d. The unusual use of, or other suspicious activity related to, a covered account; and
 - e. Notice from students, victims of identity theft, law enforcement authorities, or other persons regarding possible identity theft in connection with covered accounts.
2. The Program shall consider the following risk factors in identifying relevant red flags for covered accounts as appropriate:
 - a. The types of covered accounts offered or maintained;
 - b. The methods provided to open covered accounts;
 - c. The methods provided to access covered accounts; and
 - d. Its previous experience with identity theft.
3. The Program shall incorporate relevant red flags from sources such as:
 - a. Incidents of identity theft previously experienced;
 - b. Methods of identity theft that reflect changes in risk; and

- c. Applicable supervisory guidance.

2.10.6 Detection of Red Flags

The Program shall address the detection of red flags in connection with the opening of covered accounts and existing covered accounts, such as by:

1. Obtaining identifying information about, and verifying the identity of, a person opening a covered account; and
2. Authenticating students, monitoring transactions, and verifying the validity of change of address requests in the case of existing covered accounts.

2.10.7 Response

The Program shall provide for appropriate responses to detected red flags to prevent and mitigate identity theft. The response shall be commensurate with the degree of risk posed. Appropriate responses may include:

1. Monitoring a covered account for evidence of identity theft;
2. Contacting the student;
3. Changing passwords, security codes, or other security devices that permit access to a covered account;
4. Reopening a covered account with a new account number;
5. Not opening a new covered account;
6. Closing an existing covered account;
7. Notifying law enforcement; or
8. Determining no response is warranted under the particular circumstances.

2.10.8 Updating the Program

The Program shall be updated periodically to reflect changes in risks to students or to the soundness of the University's program to protect against identity theft based on factors such as:

1. The experiences of the University with identity theft;
2. Changes in methods of identity theft;
3. Changes in methods to detect, prevent and mitigate identity theft;
4. Changes in the types of accounts that the University offers or maintains;
5. Changes in the business arrangements of the University, including mergers, acquisitions, alliances, joint ventures, and service provider arrangements.

2.10.9 Oversight of the Program

1. Oversight of the Program shall include:

- a. Assignment of specific responsibility for implementation of the Program;
- b. Review of reports prepared by staff regarding compliance; and
- c. Approval of material changes to the Program as necessary to address changing risks of identity theft.

2. Reports shall be prepared as follows:

- a. Staff responsible for development, implementation and administration of the Program shall report to the Vice President of Business Affairs at least annually on compliance by the University with the Program.
- b. The report shall address material matters related to the Program and evaluate issues such as:
 - i. The effectiveness of the policies and procedures in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
 - ii. Service provider agreements;
 - iii. Significant incidents involving identity theft and management's response; and
 - iv. Recommendations for material changes to the Program.

2.10.10 Oversight of Service Provider Arrangements

The University shall take steps to ensure that the activity of a service provider is conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft whenever the University engages a service provider to perform an activity in connection with one or more covered accounts.

2.10.11 Duties Regarding Address Discrepancies

The University shall develop policies and procedures designed to enable the University to form a reasonable belief that a credit report relates to the consumer for whom it was requested if the University receives a notice of address discrepancy from a nationwide consumer reporting agency indicating the address given by the consumer/student differs from the address contained in the consumer report.

The University may reasonably confirm that an address is accurate by any of the following means:

- 1. Verification of the address with the consumer/student;
- 2. Review of the University's records;
- 3. Verification of the address through third-party sources; or

4. Other reasonable means.

If an accurate address is confirmed, the University shall furnish the student's address to the nationwide consumer reporting agency from which it received the notice of address discrepancy if:

1. The University establishes a continuing relationship with the consumer/student; and
2. The University, regularly and in the ordinary course of business, furnishes information to the consumer reporting agency.

2.11 Miscellaneous Policies

2.11.1 University Services

2.11.1.1 Library

For information regarding the Saint Leo University Library, please visit the following link: <http://www.saintleo.edu/SaintLeo/Templates/Inner.aspx?pid=6388>

2.11.1.2 Office of University Ministry

For information regarding the Office of University Ministry, please see the following link: <http://www.saintleo.edu/SaintLeo/Templates/Inner.aspx?pid=190>

2.11.2 Children Unattended on Campus

The University has an obligation to its students, faculty, staff, and visitors to conduct its operations and maintain its facilities in a manner consistent with its mission as an institution of higher education. There may be occasions when brief visits by children under the age of 17 of faculty, staff, and students may be necessary. Minor children may visit University offices and facilities, other than classrooms, for limited periods of time at the discretion of the supervisor of the office or facility which is the destination of the parents or child. On such occasions children will be subject to the same conditions as any other visitor to the University. Regular, repeated visits by children are not permitted. It is a parent's responsibility to supervise children at all times they are present on University premises. Children are not to be left unattended on campus. If children are unattended, Campus Safety shall be notified immediately.

2.11.3 Demonstrations

Saint Leo University recognizes the right of members of its campus community to dissent as long as it does not limit the freedom of others, cause a disruption to the well-being of the University community, damage the physical plant, or delay the opportunity of the student body to proceed regularly with its academic work. Public areas may be used for assembly so long as they do not restrict the movements of traffic. When a rally or other such gathering requires building space and public areas, clearance must be obtained in advance from the Assistant Vice President for Student Affairs. The University reserves the right to moderate the time, place, manner, and consent of orderly demonstration.

2.11.4 Dogs on Campus

There are significant health and safety hazards and nuisances created by unrestrained dogs on campus. Accordingly, the following guidelines shall be enforced:

1. Dogs shall not be brought on campus unless they are under the complete control of the owner and present no hazard to people. Its owner shall not regard the wearing of a muzzle by a dog as control.
2. Dogs are not permitted in any campus building even though leashed except for guide dogs serving their owners.
3. Dogs may not be brought onto the campus except when they are secured to a leash, cord, chain, or similar direct physical control of a maximum length of six (6) feet, the other end of which is retained by a person; or securely confined in a vehicle, cage or similar restrictive conveyance.
4. Dogs may not be tethered on campus.
5. Dogs must have a valid license and tags as evidence of current rabies vaccinations.
6. Trained helping animals (sometimes referred to as service animals) such as guide dogs for the blind, as well as animals being trained as such, are permitted on the University campus and in University buildings for use by those employees and students with registered disabilities. See paragraph 2.1.5.3 for the University's Service Animals policy.
7. Animals used for approved research projects are permitted on the University campus and in certain University buildings.

2.11.5 Electronic Devices

Cellular phones, pagers, and other electronic devices shall not be used in a manner that causes disruption in the classroom, library, or within any University owned or University operated facility. Abuse of cellular devices with photographic capabilities, use of devices for purposes of photographing test questions or other notes, and materials is prohibited. Photographing individuals in secured areas such as bathrooms, locker rooms or other areas where there is a reasonable expectation of privacy, and/or taking photographs of an individual against their will is strictly prohibited. Electronic transmission of photographs of any person without express permission is strictly prohibited.

2.11.6 Legal Liability of the University

The University is not legally liable for damages or loss of personal property or failure or interruption of services due to weather or acts of God.

The University does not assume responsibility for lost, stolen, or damaged property. This policy covers not only personal possessions, but also those items in an individual's charge (e.g. keys to the residence hall room, residence hall furniture), as well as damage or theft of parked cars, motorcycles, and bicycles on the University's campuses. See the University's Parking Handbook for additional information regarding liability issues pertaining to vehicles parked on campus.

Students are strongly encouraged to provide their own personal and property loss insurance.

2.11.7 *Lost and Found*

All lost articles, found anywhere on campus, shall be given to the Campus Safety officer on duty. Individuals are encouraged to put their names on all personal articles.

2.11.8 *Political Activities Policy*

Saint Leo University, as an institution of higher education, supports open dialogue on political issues. The University reserves the right to support or oppose issues that affect its values, welfare, the University itself, and/or values and welfare of higher education. The University encourages its faculty, staff, trustees, students, and recognized campus organizations to participate actively in political activities on an individual basis. The policies of Saint Leo University do not restrict the rights and privileges of faculty, staff, students, and recognized campus organizations to express their opinions freely. The University is committed to preserving and encouraging a diversity of point of view and political opinion.

Political activities on campus must be conducted in a neutral and nonpartisan manner, and in furtherance of the organization's legitimate exempt function (education).

To preserve the integrity of Saint Leo University and to protect the neutrality of the University in political contests, the following guidelines shall apply. The Vice President of Academic Affairs is responsible for monitoring the guidelines.

2.11.8.1 *Guidelines*

1. In order to preserve not for profit (501C-3) status, the law requires that the University not participate in or intervene in any political campaign on behalf of any candidate for public office.
2. The University shall not endorse any candidate for political office.
3. All address lists used by the University are considered confidential and shall not be shared with candidates or parties. Individuals may personally deliver campaign literature, but mail room facilities are not to be used for addressing or distributing political materials.
4. No campaign posters shall be posted in or on any of the Saint Leo University buildings or on campus grounds prior to or during election times, with the exception of those used for historical displays or educational purposes.
5. University buildings and grounds shall not be rented or used for political fund raising. Further, University facilities and services may not be used by or on behalf of an outside organization or outside individual whose purpose is to further the cause of a particular candidate or political party. For example, a meeting on campus with an organizer for a specific candidate that is focused on recruiting campaign workers from the student population would be a violation of these guidelines. On the other hand, a Saint Leo University graduate now working for a particular candidate speaking on campus to a group of students about what it has been like to be in the political arena, and what the candidate's particular experience has been, would be allowable. The fact that this person casually offers an invitation at the end of the speech to join in on the campaign would not negate the overall educational focus of the event.
6. Campus organizations may use campus communications to announce political forums and discussions sponsored by officially constituted campus groups.

7. No campus political activities, including services and materials, may be paid for with University funds.
8. Use of University properties is subject to University scheduling policy.
9. Funds or contributions for political candidates or campaigns may not under any circumstances be solicited in the name of Saint Leo University or on a Saint Leo University campus or center, and University resources may not be used in soliciting such funds. If Saint Leo University students, faculty, or staff make political contributions, they must do so as individuals and not on behalf of Saint Leo University.
10. Campus communications, including those provided by the University's postal service, phone system, or its computer network, shall not be used in support of one particular candidate.
11. Students of the University are free to express their individual and collective political views provided they understand and make clear they are not speaking for or in the name of Saint Leo University. Endorsement of a particular candidate by a registered student group is not permissible.
12. The Saint Leo University name and insignia may not appear on stationery or any other material used or intended for support of a particular candidate. This prohibition also applies to any Saint Leo University entities supported in whole or part by University funds, such as registered student organizations.
13. Appearance of a candidate for public office on campus must be for an educational or informational talk to the University community and must be sponsored by a registered student, faculty or staff organization. Appearances must be coordinated with Saint Leo University, who will ensure that opportunities to appear on campus are extended to all viable candidates running for a particular public office. The event shall not be conducted as a campaign rally, and the moderator shall make it clear that the institution does not support or oppose the candidate.

2.11.9 Postings Policy

The University encourages organizations to creatively advertise events and meetings. The following policy exists to manage and mitigate damage caused by improper posting and to maintain equal access to the University population.

1. All advertisements must be approved in advance and must display the "Approved" stamp received from the Office of Student Involvement.
2. All postings must be placed on bulletin boards that are designated for all campus posting. Posting in other areas will be removed.
3. Stuffing flyers in student mailboxes is not permitted. Flyers can only be put in the plastic holders mounted on the walls in the student lounge or on the bulletin boards located at the student mailboxes.
4. Posting on glass/painted surfaces is strictly prohibited.
5. Advertisements may not conceal/obscure other items.
6. Advertisements may not indicate the sale or service of alcohol and may not depict alcohol use.

7. Staplers are the recommended method of posting.
8. Posting must be removed by the sponsoring organization within 24 hours of the end of the event.
9. Sidewalk chalking must be approved in advance by the Office of Student Involvement and must be cleaned by the sponsoring organization within 24 hours of the end of the event.
10. Banners may be hung across painted surfaces with advance permission. The sponsoring organization may be held responsible for the costs associated with returning the surface to its original condition.
11. Posting in the Residence Halls must conform to the Residence Life posting policy.
12. Failure to abide by the Posting Policy may result in holding the sponsoring organization responsible for the costs associated with returning any damaged surface to its original condition or loss of posting rights to be determined by the Office of Student Involvement.

2.11.9.1 Posting Policy for Residence Halls

Flyers posted in the residence halls for programs sponsored by Residence Hall Association, Residence Hall Councils, or Residence Life do not need to be approved by Student Involvement. If such flyers are to be distributed outside the residence halls, they must follow the campus posting policy, and be approved by the Student Involvement Office in deChantal Hall. Student organizations that wish to post advertisements in the residence halls need to follow campus-posting policy.

2.11.9.2 Postings for Off-campus Groups or Individuals

1. Advertisements for babysitters or off-campus apartments must be submitted to the Office of Student Involvement. One copy of each approved flyer will be posted in a designated location on campus by the Office of Student Involvement staff.
2. Non-babysitting job and internship-related postings are handled through the Career Center Office.
3. Off-campus organizations advertising lectures or workshops must receive prior approval through the Office of Student Involvement.

Please note that there are specific locations on the University campus and centers for postings. See the Office of Student Involvement for more information.

2.11.10 Scheduling of Facilities

[TBA]

2.11.11 Seat Belt Policy

Saint Leo University recognizes that seat belts are extremely effective in preventing injuries and loss of life. We care about our employees and students, and want to make sure that no one is injured or killed in a tragedy that could have been prevented by the use of seat belts. Therefore, all employees and students of Saint Leo University must wear seat belts when operating a company-owned vehicle, or any vehicle on company premises or on company business; and all

occupants must wear seat belts or, where appropriate, child restraints when riding in a company-owned vehicle, or in a personal vehicle being used for company business. All employees, students, and their families are strongly encouraged to always use seat belts and the proper child restraints whenever they are driving or riding in any vehicle.

2.11.12 Solicitation Policy

The purpose of the Solicitation Policy is to ensure that the Saint Leo University community:

1. Lives by the core values of Respect and Responsible Stewardship in regard to solicitation activity;
2. Conducts solicitations for all contributions in consistent, excellent manner;
3. Properly recognizes all contributors;
4. Properly administers private dollars and gifts in kind;
5. Does not over-solicit current and prospective contributors (internal and external); and
6. Adheres to all standards and regulations in regard to philanthropic and marketing support.

2.11.12.1 Definition

Solicitations include but are not limited to the following activities that seek contributions of funding or specific items through:

1. Personal visits, telephone, mail and e-mail communication;
2. Sponsorships, underwriting, memberships;
3. Events (including dinners, golf tournaments, etc.);
4. Raffles and sales (including car washes, tee shirts, etc.).

2.11.12.2 Review of Proposed Activities

Activities to solicit monetary support or gift items from students, faculty, staff, alumni, friends, businesses, corporations, foundations, or other groups must be approved by the Division of University Advancement prior to solicitation.

In consultation with appropriate individuals, the vice president of University Advancement will review each solicitation proposal that is to summarize: the amount to be raised, fund-raising costs, listing of individuals and/or groups to be solicited, solicitation materials, timeline, and the benefits (including benefit costs) to be received by the donor. Approval decisions will be based on factors to include timing of solicitation, audience, thoroughness of plan, program budget, etc.

2.11.12.3 Deposit and receipt of revenue

The University's policy is to process all gifts within 48 hours of receipt. Proceeds of activities are to be deposited and acknowledged as follows:

1. Philanthropic Contributions: All private gifts (including gifts-in-kind and marketing support) are to be processed through the Division of University Advancement. Proceeds of event

tickets that include a philanthropic gift as a portion of the admission cost are processed through University Advancement.

2. Raffles, Sales, Events (with no philanthropic contribution): Proceeds from raffles, sales, and revenues from events that do not include a gift as part of ticket price are not philanthropic contributions as defined by the IRS and are to be processed through Trane Stop.

2.11.12.4 Resources Accessed in Datamart

1. Gift Acceptance and Stewardship Policies Statement;
2. Gift Transmittal Form;
3. Solicitation Proposal.

2.11.12.5 Scope of Policy

All Saint Leo University organizations and programs are to adhere to this policy. University recognized student organizations are to work through the Director of Student Involvement who will coordinate with the Vice President of University Advancement. See Volume VI for specific student guidelines.

2.11.13 Unclaimed Property Policy

States require that all unclaimed property (checks not cashed, credit balances, etc) be turned over to the state of residence (last known address) of the owner of the property. Property becomes unclaimed if it has been held for a specified period of time without any action or attention by the owner.

The holder of the property has the obligation to perform due diligence, file a report with the state, and remit the property to the state. Until the property is transferred it is necessary to ensure that proper internal controls are in place. The implementation of these controls and procedures will help reduce the property that must be reported to the state.

The following procedures have been established for the performance of due diligence and the disposition of property determined to be abandoned.

2.11.13.1 Unclaimed Payroll Checks

Payroll checks are required by Florida Statutes to be reported and turned over to the state after a one year dormancy period. This means that any check dated from January 1 to December 31 of 2001 would be reported and remitted to the state by May 1st of 2003. Checks dated January 1 to December 31 of 2002 would be reported on or before May 1st of 2004, and so forth. Because payroll checks have the shortest period of dormancy, due diligence for these checks should begin sooner than other abandoned items. If a check has not been cashed by the end of the month following the month in which the check was written, documentation should show that the owner was contacted by phone or mail and the owner's response recorded. For checks in the amount of \$100 or less, at least two attempts should be made to contact the owner, with follow up if necessary. For checks over \$100, due diligence should include a minimum of three attempts to contact the owner, with follow up if necessary. One attempt should be by first class mail. The

payroll coordinator is responsible for supervising the performance of due diligence on payroll checks.

2.11.13.2 Accounts Payable Checks

Payments to vendors are required to be reported and turned over to the state after a five year dormancy period. Any check dated from January 1 to December 31 of 2001 would be reported and remitted to the state on or before May 1st of 2007. Checks dated January 1 to December 31 of 2002 would be reported on or before May 1st of 2008. Due diligence for these checks should begin in the quarter following the quarter in which the check was written. It should first be determined that the check is truly outstanding by checking bank records to verify that the check was not cashed. The vendor file should be checked to ensure that the payment was not included in a subsequent check and that the amount is a valid payment to the vendor. Any and all contact with the owner should be documented. Contact can be made by email, mail and/or phone. For all checks under \$100, a least two attempts should be made to contact the owner, with follow up when necessary. For all checks over \$100, a minimum of three attempts should be made, with follow up when necessary. Accounts payable is responsible for initiating and/or performing due diligence on vendor AP checks.

2.11.13.3 Student Refund Checks

Payments of student refunds are required to be reported and turned over to the state after a five year dormancy period, with the same rules applying as those for vendor checks. Due diligence should begin in the quarter following the quarter in which the check was written. It should first be determined that the check is truly outstanding by checking bank records to verify that the check was not cashed. The student's account should be checked to ensure that the payment is valid and has not been duplicated. Any and all contact with the owner should be documented. Contact can be made by email, mail and/or phone. For all checks under \$100, a least two attempts should be made to contact the owner, with follow up when necessary. For all checks over \$100, a minimum of three attempts should be made, with follow up when necessary. The Bursar is responsible for initiating and supervising the performance of due diligence on student refund checks.

2.11.13.4 Credit Balances

Credit balances in accounts with no action or attention by the owner for a five year period are to be reported and turned over to the state. Statements should be sent on a regular basis so that students will be aware of credit balances and can request a refund. After a six month period with no activity and no request for payment, the balance should be refunded to the student. If the refund is unclaimed (check returned or not cashed) the same due diligence should apply as with other student refund checks.

2.11.13.5 Performance of Due Diligence

The steps that shall be taken in performing due diligence, include:

1. Ensure that the payment is outstanding by checking bank records and cancelled checks.
2. Ensure that the payment was not duplicated.

3. Contact the owner.
4. Resolve, if possible, or include in list of unclaimed items to be reported.

2.11.14 Catering Policy (Rev. 5/27/2009)

This policy applies to any event hosted by Saint Leo University where any vendor is hired to provide catering services.

Catering services for the purpose of this policy are defined as “as the preparation and delivery of food for a party of more than 10 people using University funds.” This policy is not intended to impact potluck lunches or order and pay for yourself meals from vendors.

Departments/organizations/campus groups wishing to hire an outside party to provide catering services at an event must do the following:

- Contact the Director of Dining Services for caterer approval
- Department/organization/campus group is responsible for negotiating and coordinating event and catering services

Director of Dining services will make the ultimate decision using the criteria set forth below.

Cater must:

- Hold all licenses as required by law
- Provide proof of general liability insurance including premises, products, food borne illness and contamination coverage in limits designated by the University
- Provide proof of auto liability
- Provide proof of workers compensation
- Be compliant with local, federal and state law
- Have all employees trained in safe food handling
- Sign *Saint Leo University Catering Agreement*

2.11.15 Vehicle Policies

2.11.15.1 Parking

See the University’s Parking Handbook.

2.11.15.2 Unlocking Locked Vehicles

Unlocking locked cars is not a service provided by Campus Safety. They do not have the equipment to do this. It may be advisable to have an extra set of car keys in the safe at Campus Safety in the event such a situation should occur. If assistance is needed in the regard, Campus Safety will provide telephone numbers for AAA or local locksmiths.

Appendix 2.4.2.1: Password Policy Form

Saint Leo University issues passwords (Datatel, Novell and email) to each system user dependent on the individual's position within the University.

Passwords are issued under the strictest confidence and are not to be shared, either directly or indirectly, with anyone.

Failure to abide by this policy will result in disciplinary action up to and including termination or dismissal for both the holder of the password and the individual using it.

I am fully aware of and understand the University password policy and accept full responsibility for the proper use of all passwords issued to me by Saint Leo University.

Signature

Date

Print Name

Appendix 2.7.1.1: TEACH Act Checklist**Generally**

1. Is the work a digital educational work, i.e., a work produced or marketed primarily for performance/display as part of mediated instructional activities transmitted via digital networks?

No: Proceed

Yes: evaluate Fair Use, Permissions, or pursue Licensing

2. Is the work lawfully made and acquired?

Yes: Proceed

No: Stop

Don't Know: Would a reasonable evaluation indicate the origin of the work to be questionable?
If so, stop.

3. Is the work

An integral part of the class session?

Part of systematic mediated instructional activities?

Directly related and of material assistance to the teaching content?

Yes: Proceed

No: Reevaluate use of the work or evaluate Fair Use, Permissions, or pursue Licensing.

Specifically

Amounts allowed:

Nondramatic literary works: All

Nondramatic musical works: All

Any other works:

Performances – Reasonable portions in an amount comparable to that performed in live classroom

Displays – Amount comparable to that performed in live classroom

Yes: Proceed

No: Stop; go evaluate Fair Use, Permissions, or pursue Licensing

Authentication

Is transmission of the work limited, as technically feasible, to students enrolled in the course?

Yes: Proceed

No: Stop; evaluate Fair Use, Permissions, or pursue Licensing

Downstream Controls

Have you implemented reasonable measures to prevent retention of the works for longer than the class session?

Have you implemented reasonable measure to prevent unauthorized further dissemination in accessible form by the recipients?

Yes: Proceed

No: Stop; evaluate Fair Use ,Permissions, or pursue Licensing

Conversion: Analog to Digital

Is there a digital version of the work available to the institution?

No: Conversion of analog to digital permitted

Yes: Is the digital version technologically protected to prevent TEACH uses?

Yes: Conversion of analog to digital permitted

No: Conversion of analog to digital *not* permitted

Notice to Students

Is there a notice accompanying the work notifying students that the work may be protected by copyright?

Yes: Proceed

No: Provide a statement.

Appendix 2.9.1.1: Asset Capitalization and Depreciation Thresholds

Schedule A: Asset Capitalization Thresholds

The thresholds represent the dollar value at which an asset is capitalized. Purchases less than the dollar value thresholds should be treated as an expense.

Note: Threshold dollar values do not apply to “Land” assets. All “Land” acquisitions are capitalized.

Asset Category	Capital Threshold
Land	\$0
Land Improvements	\$10,000
Buildings	\$25,000
Tangible Personal Property	\$1,000
Building Improvements	\$10,000
Leasehold Improvements	\$10,000
Software	\$5,000

Schedule B: Asset Depreciation Methods

With the exception of land, the historical cost of all capitalized assets should be depreciated using the straight-line method over the useful life of the asset class. An asset’s life is the period of time over which services are expected to be rendered by the asset. The calculation of depreciation should be based on historical cost. Salvage value should generally not be utilized in calculating depreciation, unless the salvage value is specifically known.

Asset Category	Depreciation Method	Useful life	Yearly Rate
Buildings	Straight Line	40 yrs.	2.5%
Building Improvements	Straight Line	40 yrs.	2.5%
Leasehold Improvements	Straight Line	40 yrs *	2.5%
Land Improvements	Straight Line	15 yrs	6.7%
Minor Equipment	Straight Line	5 yrs	20.0%
Major Equipment	Straight Line	20 yrs	5%
Computer equipment	Straight Line	5 yrs	33.3%
Furnishings & Fixtures Residential	Straight Line	4 yrs	25.0%
Furnishings & Fixtures Office	Straight Line	10 yrs	10.0%

Vehicles	Straight Line	5 yrs	20.0%
Software	Straight Line	7 yrs	14.3%
Library Books	Straight Line	7 yrs	14.3%

* Lease hold improvements should be depreciated over 40 years or the term of the lease, whichever is shorter.

Volume III

Employee Handbook

3.0 Introduction

The information contained in the Employee Handbook applies to all Saint Leo University employees. If a conflict between a policy in the Faculty Collective Bargaining Agreement and any other volume of the Policy Manual occurs, the Faculty Collective Bargaining Agreement controls for members of the collective bargaining unit to interpret, change, modify, add, or delete all or part of the policies in the Employee Handbook at any time without prior notice to the employee, and to implement such changes prior to the publication of a new Employee Handbook. Whenever possible, the University will make an effort to inform employees of changes to the policies and procedures contained in both the Employee Handbook and Volume II of the Policy Manual prior to implementation of the changes.

Circumstances not specifically addressed in the Employee Handbook will be handled on a case by case basis, in accordance with established practice. Any questions regarding the information contained in the Employee Handbook shall be referred to Human Resources. An important effort has been made to recognize the differences present in the various campuses and areas of the University; however, these policies were developed by focusing on the rules and responsibilities our one organization has in common. If a campus or area of the University wishes to issue its own memoranda or other statements related to employment policies, they must be consistent with the Employee Handbook unless the Director of Human Resources grants approval. The Employee Handbook supersedes all inconsistent memoranda and statements as well as prior personnel policies and procedures.

To the extent that University policies have applied to Union employees before the issuance of these policies, whether by practice or by contract, these policies shall also apply to Union employees in the same regard in accordance with the collective bargaining agreement.

3.1 Definitions and Policies Pertaining to Employment Status

3.1.1 *At Will Employment*

Employment at the University may be terminated at the will of the employee or the University at any time without notice or cause. Therefore, except as provided in Volume IV or in any individual administrative contract signed by the President of the University, none of the Saint Leo University's policies, procedures or practices, including those set forth in this Employee Handbook, are to be viewed as a contract or as creating any promises or contractual rights of any kind. Rather, they are guidelines that can be changed by the University at its discretion at any time and without prior notice or agreement. This version of the Employee Handbook supersedes and replaces all previous handbooks and other statements of Saint Leo University policy, rules, and procedures. No representative of the University has the authority to enter a contrary agreement except the President or a designee and the employee. Any such contrary agreement must be in writing and signed by the President or a designee and the employee.

3.1.2 Employment Classification Definitions

The University abides by and classifies employees in accordance with the Fair Labor Standards Act (FLSA) of 1938 as set forth by the Department of Labor. Employees will fall into one of three classifications:

3.1.2.1 Non-Exempt

Employees paid on an hourly basis for hours worked in a standard 40-hour workweek. Non-exempt employees are eligible to receive overtime payment at one and one-half their hourly rate of pay for all hours worked over 40 hours in a standard workweek.

3.1.2.2 Administrative Exempt

Employees paid on a salary basis for all worked performed in a standard 40-hour work week. Administrative exempt employees are eligible to receive overtime payment at one and one-half their hourly rate of pay for all hours worked over 40 hours in a standard workweek.

3.1.2.3 Exempt

Employees paid on a salary basis for all hours worked. Exempt employees are not eligible to receive overtime payment for hours worked beyond 40 hours in a standard workweek. Exempt employees are expected to work the hours required to complete their responsibilities without additional compensation.

3.1.3 Reclassification

Employees, who feel that their job is more properly described by a classification which is different from the existing classification, should discuss this concern with their manager. At the discretion of the manager, a formal, written request for reclassification shall be submitted to Human Resources. Each request for reclassification will be reviewed by Human Resources.

3.1.4 Continuous Service

3.1.4.1 Consideration

Except in unusual circumstances, former University employees will be considered for employment in the same manner as other external job candidates. The former employee's employment eligibility at the time of separation determines whether the individual will be considered for reemployment.

3.1.4.2 Start Date

Rehired former University employees (with at least two years prior service and less than six month's break in service) will be given an adjusted employment start date. The date will be based on the individual's start date, brought forward for the period between termination and reemployment. The adjusted start date determines length of service for leave accrual, tuition benefits, and other personnel actions.

3.1.4.3 Retirees

Reemployment may affect Social Security and University retirement benefits. Retirees should contact Human Resource for further information before reemployment with the University.

3.1.4.4 Evaluation Period

A former employee will serve an evaluation period in the position into which the individual is rehired in accordance with the Evaluation Period policy (see paragraph 3.2.1.4).

3.1.4.5 Termination of Employment

Former employees (rehired under this policy), who again terminate employment, must have completed at least two years of service during the reemployment period to be eligible for prior service credit if rehired in the future.

Former employees who have been laid off may be reemployed as outlined in the Layoffs policy (see paragraph 3.10.1.1). Individuals who terminate for military duty may be reemployed in accordance with the Leave for Uniformed Services policy (see paragraph 3.5.4.1).

3.1.4.6 Office Responsibility

Human Resources administers the University's reemployment policy and follows the procedures outlined above.

3.1.4.7 Resource

Contact Human Resources with questions or if more information about this policy is needed.

3.1.5 Teaching Assignments

Employees who hold faculty rank but serve in non-faculty positions are subject to the terms and conditions of employment specified in the Employee Handbook with respect to their non-faculty appointment. Solely with regard to academic freedom matters, they have both the rights and responsibilities of faculty members set forth in Volumes IV and IV-A, including access to the faculty grievance procedure. Such persons do not accrue any rights to continuing employment or any greater rights than those specified in the Employee Handbook with respect to such non-faculty positions.

3.2 Employee Selection and Appointment Policies**3.2.1 Administrative and Staff Employee Selection and Assignment****3.2.1.1 Administrative and Staff Employee Job Posting Policy**

The University strives to enhance opportunities for qualified candidates to apply, and to be considered for job openings within the University.

The goal of the University's hiring policy is to recruit, hire, transfer, and promote using these guidelines:

1. To consider candidates without discrimination based on race, color, creed, national or ethnic origin, gender, religion, disability, age, genetic information, disabled veteran status, veteran of the Vietnam era status, or citizenship, marital status, family responsibilities matriculation, political affiliation, military service obligation or any other legally-protected category.
2. To use good faith efforts to achieve the University's affirmative action goals for minority persons and women.
3. To select the individual who best meets the needs of the hiring department and the University.
4. To enhance opportunities for mobility and promotion of qualified candidates who are current University employees.

A job notice for a vacant position will be posted for at least five working days before a department may make an employment offer to any candidate. All positions will be posted on the University's website under Employment Opportunities, on the posting board located outside Human Resources, or by some other method used by Human Resources.

Exceptions to the job-posting requirement may include situations such as reclassifications due to change in duties, reorganizations, or a reassignment to accommodate an individual with disabilities pursuant to the American with Disabilities Act. Human Resources reviews and approves any exceptions.

Selecting departments are responsible for following the procedures and spirit of this policy. Human Resources assists selecting departments to recruit, hire, transfer and promote candidates.

Contact Human Resources with questions or if more information about this policy is needed.

3.2.1.2 Administrative and Staff Employee Job Application and Selection Process

The University will recruit, hire, transfer, and promote according to Equal Employment Opportunity/Affirmative Action and Job Posting policies (see Volume II, Subsection 2.1.1. and Volume III, paragraph 3.3.1.4, respectively), as well as follow established guidelines outlined below to ensure that equitable selection practices are used throughout the University.

3.2.1.2.1 Administrative and Staff Employee Application Process

All applications for employment are processed through Human Resources. This includes written expressions of interest, resumes, or employment applications for a specific position.

Internal candidates must submit a letter of interest and current resume to Human Resources in application for a position with the University. Employees may also discuss general employment opportunities by contacting the appropriate representatives in Human Resources.

3.2.1.2.2 Background Checks

Prior to employment, a candidate for employment must satisfactorily complete a background check. See Subsection 3.3.1 for additional details.

3.2.1.2.3 References - External Candidates

Human Resources, or the selecting department, will check references of external finalists.

3.2.1.2.4 References - Internal Candidates

In the case of job candidates who are current employees of the University, Human Resources will provide a copy of the last annual evaluation to the selecting supervisor or search committee chair. Additional information may be provided if the Human Resources representative determines it is relevant.

If an internal candidate becomes a finalist, the selecting department (or Human Resources) may contact the individual's current supervisor before an offer is extended.

3.2.1.2.5 Employment Agencies

A selecting department who chooses to retain a search firm must first submit a written request to the appropriate Vice President. Upon approval by the Vice President, the request will be forwarded to the President for final approval. Search firms or employment agencies must follow all applicable University hiring procedures in coordination with Human Resources. Job offers, including salary and benefit commitments, must also be reviewed by Human Resources.

3.2.1.2.6 Notice - Internal Candidates

An internal candidate who applies for a position internally must notify the supervisor in the current department that an application has been made.

3.2.1.2.7 Relocation Expenses

The University does not generally pay moving and relocation expenses for newly hired individuals except within specific position categories at the director level or higher in the organization. Exceptions may be made by departments with difficult to fill positions. Refer to paragraph 3.5.7.2 or Human Resources for moving and relocation payment guidelines and procedures.

3.2.1.2.8 Employment Eligibility Information

Federal law requires all new hires to complete an Employment Eligibility Form (I-9) and provide documents that establish identity and employment eligibility, prior to or on the first day of employment. See Subsection 3.3.10 for additional details.

3.2.1.2.9 Responsibility

Selecting departments are responsible for following the procedures and spirit of this policy. Human Resources assists departments to recruit, hire, transfer, and promote candidates.

3.2.1.2.10 Resource

Contact Human Resources with questions or if more information about this policy is needed.

3.2.1.3 Temporary Employee Selection and Assignment

University departments may, with the appropriate Vice President approval, hire temporary employees to perform special projects, cover for extended absences of regular employees, or meet additional workloads. Additional information is available in Human Resources.

3.2.1.3.1 Recruitment

Departments may hire a temporary employee and the use of outside employment agencies is strongly recommended. The hiring of temporary employees directly is strongly discouraged. To request recruitment assistance, contact Human Resources.

3.2.1.3.2 Duration of Employment

Temporary employment may not exceed 3 months in length. Departments that require longer employment should contact Human Resources in advance to review term or regular employment. No individual may be employed as a temporary worker longer than 6 months in any 12-month period.

3.2.1.3.3 Salary

Temporary employees hired through an outside employment agency shall be paid by the employment agency. In the event that a temporary worker is hired directly by the University and appointed to an existing job classification, the temporary employee may not be paid more than the same pay level/grade as the existing classification. Human Resources must review exceptions.

If the temporary employment includes duties that are not the same as an existing job classification, the department shall provide a brief description of the duties to Human Resources. Human Resources will establish a pay rate consistent with the pay for regular employees performing similar work.

3.2.1.3.4 Benefits

Temporary employees hired directly by the University will receive only employment benefits required by law. An example includes worker's compensation if the employee were injured on the job.

3.2.1.3.5 Responsibility

Supervisors are responsible for complying with this policy when hiring temporary employees.

3.2.1.3.6 Resource

For more information concerning casual labor payments or temporary employment issues, contact Human Resources.

3.2.1.4 Administrative and Staff Employee Evaluation Period

Employees who are newly hired, re-hired, promoted, demoted, or laterally transferred will serve an evaluation period. The evaluation period allows an employee time to become proficient in the

basic responsibilities of a new position and permits the supervisor to assess the individual's performance. The employee and supervisor are encouraged to communicate frequently during the evaluation period. Results of the evaluation period may be successful completion, extension of the period, or termination of employment.

3.2.1.4.1 *Length of Evaluation Period*

Except in unusual circumstances, non-exempt positions have a three-month evaluation period and exempt positions have a six-month evaluation period. The selecting department, subject to the approval of Human Resources, may extend or identify different evaluation periods related to training requirements. An evaluation period may be extended as described below in subparagraph 3.2.1.4.3.2. An evaluation period will not exceed twelve months. This policy does not apply to senior executive positions.

If a position is reclassified, an evaluation period will be required even if the incumbent has satisfactorily performed the duties of the position for a period of time equal to, or greater than, the evaluation period.

3.2.1.4.2 *Termination of Employment during Evaluation Period*

Except in unusual circumstances, an employee will be allowed to complete the evaluation period before any decision is made to continue or end employment. However, the University operates under employment-at-will and has the right to terminate the employee at any time without notice or cause for any lawful reason. If the department determines that performance indicates that the employee cannot accomplish the job or if the department determines that the individual's behavior is unacceptable, the University may terminate employment at any time during the evaluation period. The selecting department must obtain the approval of Human Resources before the termination of the employee.

An employee may resign during an evaluation period. Advance notice is not required but employees are encouraged to notify the department head in advance, when possible, to allow for a smooth transition.

3.2.1.4.3 *Coaching*

If an employee's performance or conduct during the evaluation period is not satisfactory, the supervisor shall promptly coach the individual. Documentation of the counseling shall be kept, including:

3.2.1.4.3.1 Successful Completion

The individual has performed satisfactorily the duties assigned during the evaluation, and the evaluation period is complete.

3.2.1.4.3.2 Extend Evaluation

The individual shall be placed on an extended evaluation period for up to three additional months. An Evaluation Form must be completed, including the length of and reason for the extension. Extensions beyond three months must be requested by the appropriate department head and forwarded in writing to Human Resources.

Reasons for extension of evaluation periods include:

1. The employee has not performed up to expectations, but there is reason to believe the employee may be able to do so if allowed additional time. Documentation of employee coaching must be maintained and a copy forwarded to Human Resources to be included in the employee's personnel file.
2. The supervisor has not had sufficient opportunity to fully assess the employee's performance or the employee has not had adequate opportunity to demonstrate abilities. The reason for the delay must be stated in writing and a copy submitted to Human Resources to be included in the employee's personnel file.
3. The employee has not obtained a required license or certification, or has not met other specific time related requirements of the job.

3.2.1.4.3.3 Termination

The individual's performance does not meet requirements for continued employment. The individual's employment will be terminated without notice. The department must obtain the approval of Human Resources before termination of an employee.

The Employment at Will Policy (see Subsection 3.1.1) remains in effect during and after the evaluation period.

3.2.1.4.4 *Responsibility*

All University departments are responsible for following the procedures outlined above.

3.2.1.4.5 *Resource*

Contact Human Resources with questions or if more information about this policy is needed.

3.2.2 ***Faculty Selection and Appointment Policies***

See Article 10 of the Faculty Collective Bargaining Agreement (Volume IV-A, Subsection 4A.1.1.10) and Volume IV, Section 4.3.

3.3 **General Employment Policies**

3.3.1 ***Background Checks***

A background check of a candidate is an important part of the selection process when hiring new employees and retaining employees hired after March 1, 2003. Background checks may also be required for current employees and student-workers whose jobs are defined as "security sensitive" (see definition below in paragraph 3.3.1.2).

A background check is conducted to promote a safe work environment and to protect the University's most important assets: the people the University serves.

A satisfactory background check is defined as the absence of a criminal history record which bears a significant relationship to the applicant's or employee's suitability to perform the required duties and responsibilities of the position. In the case of an individual that may function

within a financial capacity or have job duties that handle financial accounts, a background check related to their financial and credit history may also be required.

3.3.1.1 Employees Subject to Background Checks

Employees subject to pre-employment or concurrent employment background checks include the following:

1. All future regular (benefits-eligible) faculty and staff in all University locations;
2. All future employees (non-benefits-eligible), including part-time, temporary, seasonal and volunteer; and
3. Employees who are returning to employment after more than a twelve-month break in service or employees transferring within University jobs.

3.3.1.2 Security-Sensitive Positions

Vice Presidents are responsible for determining which positions in their areas shall be designated as security-sensitive based on the responsibilities of those positions. Persons being considered for employment in these areas will be required to authorize a credit check.

3.3.1.3 Recordkeeping

Human Resources will maintain a log of all background checks. The log will include the following: name, department, position title, hiring official, date of background check, and employment date. Copies of Background Check Consent Forms and Background Reports will be maintained in a separate and confidential file.

3.3.1.4 Job Postings/Recruitments

All recruitment information (job posting, flyers, external advertising) must state that employment is contingent upon obtaining and maintaining a satisfactory background check.

3.3.1.5 Job Applications

All applicants must complete and sign the appropriate Saint Leo University Background Check Consent Form. Falsification of information submitted on University application materials may be grounds for disqualification or separation. See Subsection 3.4.2 for additional information regarding the University's Personnel Data Accuracy Statement.

3.3.1.6 Final Interviews

During the final interview process, all candidates will be notified that any job offer is contingent upon successful completion of the background check. (e.g., "Successful completion of a background check is required for employment.")

3.3.1.7 Criminal Convictions

1. Only criminal convictions, guilty pleas, and pleas of no contest will be considered in determining an applicant's suitability for employment. Detention or arrest without

conviction or plea of no contest typically do not constitute valid grounds for employment decisions or play a part in the decision-making process.

2. In determining an applicant's suitability for employment where the applicant has criminal convictions on the applicant's record, consideration will be given to the specific duties of the position, the number of offenses and circumstances of each, the length of time since the conviction(s), and the accuracy of the explanation on the application.
3. In instances where information is obtained that may result in a release from employment, or if there has been falsification of information submitted on University application materials that may be grounds for disqualification or separation, Human Resources will provide guidance and a recommendation to the hiring department.
4. If a completed background check regarding a current University employee reveals adverse information that bears a significant relationship to the employee's suitability to perform the required duties and responsibilities of the employee's current position, or if there has been falsification of information submitted on University application materials that may be grounds for disqualification or separation, Human Resources will provide guidance and a recommendation to the appropriate managers.
5. If a current employee is terminated or resigns as a result of information obtained from the initial background check, and there has been no falsification of information submitted on University application materials, the employee will receive the employee's accrued, unused annual leave in accordance with University policy.
6. Human Resources will serve as the "office of record" for background checks.

3.3.1.8 Dispute Information

If a candidate or current employee disputes the accuracy of any information obtained in a background check (including criminal records), the employee shall be referred to the agency that provided the information. Such dispute will not necessarily impact the hiring process. A candidate disputing the accuracy of information will have three (3) business days to conclusively demonstrate the inaccuracy of the information obtained in a background check, after which time an employment decision may be made.

3.3.1.9 Subsequent Criminal Convictions

In the event that an employee subject to this policy receives a criminal conviction after successful completion of the initial background check, that employee must inform Human Resources. Human Resources will then determine whether or not the conviction is relevant to the employee's job under this policy. If the conviction is not relevant, no adverse action will be taken. If the conviction is relevant, employment may be terminated or the employee may resign. In either case, the employee will receive accrued, unused annual leave in accordance with University Policy. Employees who fail to notify Human Resources about a "subsequent criminal conviction" will be terminated for cause and will forfeit eligibility to receive payment for accrued, unused annual leave in accordance with University Policy.

3.3.2 *Campus Safety and Security Policies*

See Volume II, Section 2.3 for general safety and security policies applicable to all members of the campus community.

3.3.2.1 General Campus Safety Department Policies

See Volume II, paragraph 2.3.1.1.

3.3.2.2 Clery Act

See Volume II, Subsection 2.3.2.

3.3.2.3 Emergency Response Policies

See Volume II, Subsection 2.3.3.

3.3.2.4 Sex Offender Registration Policy

See Volume II, Subsection 2.3.4.

3.3.3 *Code of Ethics*

3.3.3.1 Statement of Purpose

It is the policy of the University to conduct itself with the highest degree of integrity and honesty in all of its transactions. As a University Community, this responsibility is shared. Each trustee, administrative or staff employee, student, or faculty member must agree to be bound by our common duty in the pursuit of individual responsibility to the objectives of the University.

We owe this duty not only to each other, but also to our community. Our ethical conduct and responsibilities are grounded in Saint Leo University's Core Values that include an obligation and duty to abide by the following:

Excellence - Saint Leo University is an educational enterprise. All of us, individually and collectively, work hard to ensure that our students develop the character, learn the skills and assimilate the knowledge essential to become morally responsible leaders. The success of our University depends upon a conscientious commitment to our mission, vision, and goals.

Community - Saint Leo University develops hospitable Christian learning communities everywhere we serve. We foster a spirit of belonging, unity and interdependence based on mutual trust and respect to create socially responsible environments that challenge all of us to listen, to learn, to change and to serve.

Respect - Animated in the spirit of Jesus Christ, we value all individuals' unique talents, respect their dignity and strive to foster their commitment to excellence in our work. Our community's strength depends on the unity and diversity of our people, on the free exchange of ideas and on learning, living and working harmoniously.

Personal Development - Saint Leo University stresses the development of every person's mind, spirit and body for a balanced life. All members of the Saint Leo University community must

demonstrate their commitment to personal development in order to strengthen the character of our community.

Responsible Stewardship - Our Creator blesses us with an abundance of resources. We foster a spirit of service to employ our resources to university and community development. We must be resourceful. We must optimize and apply all of the resources of our community to fulfill Saint Leo University's mission and goals.

Integrity - The commitment of Saint Leo University to excellence demands that its members live its mission and deliver on its promise. The faculty, staff, and students pledge to be honest, just and consistent in word and deed.

3.3.3.2 Applicability

3.3.3.2.1 *Officers and Employees Covered by the Code of Ethics and Conduct*

1. Because of the sensitive nature of some positions and the high degree of trust placed in those people occupying such positions, this Code places special responsibilities on trustees and senior administrative personnel. For the purposes of this document, the term "senior administrative personnel" shall mean the President, all Vice Presidents, Associate and Assistant Vice Presidents, Deans, Directors, and the General Counsel. The provisions of this Code shall apply to all part-time and full-time employees of the University, without regard to the source of funding, including, but not limited to, the following:
 - a. Members of the Board of Trustees of the University;
 - b. President of the University;
 - c. Vice Presidents of the University;
 - d. Deans of the University;
 - e. Managerial and Non-managerial employees;
 - f. Members of the Staff; and
 - g. Student employees.

The Board of Trustees is responsible for the governance of Saint Leo University. In carrying out this public trust, conferred by the By-laws of the University Charter, trustees bring to the task their own varied backgrounds and expertise. Nevertheless, trustees are expected to put aside parochial interests and keep the welfare of the entire University, not a particular constituency, paramount at all times.

University faculty members who are not part of the Union bargaining unit are not excluded from the compliance requirements of this Code of Ethics. Those faculty members must comply with both this Code and the American Association of University Professors Professional Ethics requirements. Union faculty members must continue to comply with the American Association of University Professors Professional Ethics requirements.

2. Each employee presently in service at the University shall receive and acknowledge in writing receipt of the Code of Ethics within 30 days after adoption by the Board of Trustees. Each employee hired after adoption of the respective *Code of Ethics and Conduct* shall

receive and acknowledge in writing receipt of the respective Code on the commencement of employment.

3. Each employee shall execute an acknowledgement of having read the *Code of Ethics and Conduct* Policy and in addition, if faculty, the *American Association of University Professors Professional Ethics* statement and indicate that they understand and agree to abide by the policies.
4. This document is not intended to be a procedural manual or an exacting account of prescribed conduct. Guidance can be obtained from the Assistant to the President for inquiries requiring a greater degree of specificity.

3.3.3.3 Responsibilities

Each employee agrees under the *Code of Ethics and Conduct* that they share in the following fundamental responsibilities:

To Our Community -- We must operate our facilities in a way that does not unjustly deprive any of our neighbors of a valid property right. At all times, we must conduct ourselves in a manner that maintains the quality of our neighboring communities.

To Our Students -- We owe the right of fair access to all educational opportunities and benefits available at the University in an environment that is free of invidious harassment, discrimination, or intimidation.

To Our Faculty -- We must create an environment that supports a high level of academic freedom necessary to cultivate teaching ideas, methods and opportunities, scholarship and service to the community.

To Our Administrative Staff -- We must establish opportunities for staff to serve the institution to their fullest potential and in a work environment that is safe and free from illegal discrimination.

To Our Trustees -- We owe our honesty and prudent judgment in the exercise of our duties. We must manage the University's assets prudently and fairly in accordance with the Trustees direction and within the constraints of the law.

3.3.3.4 Required Conduct

All members of the University shall conform their conduct to the following standards and avoid any conduct that gives the appearance of a violation or an actual violation of these standards.

1. **Proper Use of University Resources** -- University resources shall not be used for other than their intended purpose. These resources shall be prudently utilized and managed and shall not be improperly converted for any personal use or that of another. University resources shall not be used in order to obtain unfair advantage or in any manner or under circumstances that would establish a violation of law or University Policy.
2. **Relationship With Vendors** -- No member of the University may approve, recommend, or promote a business transaction in which that person has a direct personal interest, or otherwise cause the University to do business with a firm in which that person is an officer or senior management employee or in which that person (directly or indirectly) owns more than a 5 percent equity interest (hereinafter an "affiliated firm"), unless such person first discloses

the relationship and the relevant circumstances of the contemplated activity, in writing, to the President and the compliance officer of the University and:

- a. It is determined that the proposed activity is fair to the University and will not result in the University foregoing revenues, or incurring costs in excess of the costs that would be incurred for goods, property, or services of like quality if acquired from another source; and
- b. The compliance officer shall report to the board of trustees, audit committee, all disclosures made under this section and the circumstances of all related matters, for disposition as deemed appropriate. Where practicable, reports to the committee shall take place before the proposed activity takes place, but in no event less than quarterly. In exceptional circumstances, however, compelled by exigent time restraints, the compliance officer, with the concurrence of the President, may give tentative approval of an activity covered by this paragraph subject to subsequent ratification by the audit committee. The secretary or the assistant secretary of the Board of Trustees shall maintain records and minutes of all disclosures and dispositions made under this paragraph.

Under no circumstances may a member of the University approve a relationship with, order or authorize purchases from, or approve or make payments to an affiliated firm or person on behalf of the University. For the purposes of this paragraph the terms “person” and “affiliated person” includes an individual’s immediate family members, close personal acquaintances, and others living within such individual’s household.

3. **Gratuities** -- No Trustee, member of the Faculty, or employee of the University shall receive or solicit anything of value in return for influencing or exercising their discretion in a particular way on a University matter. In addition, trustees and senior administrative personnel are prohibited from accepting or soliciting any gratuity, favor, service, accommodation, or thing of value (for which a fair market price has not been paid) for or because of any official act performed or to be performed by the trustee or senior employee in their official capacity with the University under circumstances from which it might reasonably be inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the trustee or senior employee in the discharge of official duties. A trustee may, however, accept complimentary tickets to University-sponsored events. This provision does not prohibit the acceptance of an item having a nominal value or ceremonial gifts received by senior administrators or trustees of the University in their official capacity. Nominal value shall be determined by the current applicable IRS Code.
4. **Confidentiality and Maintenance of Accurate Accounts and Records** -- The accounts and records of the University shall be maintained in a manner that provide an accurate and auditable record of all financial transactions in conformity with generally accepted accounting principles, established business practices, and all relevant provisions of controlling law and University policy. No false or deceptive entries may be made and all entries must contain an appropriate description of the underlying transaction. To the extent not needed for daily operating transactions, all University funds must be retained in the appropriate University accounts with appropriately designated financial institutions and no undisclosed or unrecorded fund or asset shall be established or maintained for any purpose. All reports, vouchers, bills, invoices, payroll information, personnel records, and other essential business records must be prepared with care and honesty. Since the unauthorized

use of the records and accounts described in the preceding paragraph can cause the University harm, access to such data should be closely controlled. Members of the University who improperly convert these records and accounts for their own personal use or for the personal use of another, or who wrongfully discloses such records or accounts will be subject to appropriate legal sanctions by the University. To further the enforcement of this standard of conduct, the President may direct that certain employees who occupy sensitive or confidential positions execute confidentiality agreements with the University as a condition for employment or continued employment, or require a financial background check.

5. **Educational Benefits and Opportunities** -- No member of the University shall deny any member of the University fair access to the educational opportunities and benefits available at the University. Invidious harassment, discrimination, or intimidation of any University members that deny or impede their right of access to these benefits and opportunities will not be tolerated and will be subject to disciplinary action.
6. **Government Relations** -- All members of the University are expected to recognize the obligations associated with being an employee of the University and conform their actions to the requirements of the law. Whether or not an illegal act is committed, in a person's capacity as a member of the University, and regardless of whether a violation occurs on or off campus, if that violation of law reflects unfavorably on the University, it will be deemed a breach of this *Code of Ethics and Conduct*. No member of the University will withhold material information from the government, or engage in any other course of conduct that may be or appear to be deceptive or misleading. If the University is requesting government funding or grants, each member has an affirmative obligation to make full, accurate, and honest representations concerning all relevant information submitted to or requested by the government. The University record keeping and accounts must be in accord with generally accepted accounting principles and otherwise in compliance with all pertinent government directives and regulations.
7. **Employment Practices and University Communications** -- No member of the University shall engage in any employment practice that is a violation of Federal law, the law of the State of Florida, or the law of any other state or local jurisdiction where the University may have employees. No one in a supervisory position, or in any position of higher authority in the University, is to use his or her position to intimidate subordinate employees or to exact personal favors or things of value (for which a fair-market price has not been paid) from employees of lesser rank within the University. Every member of the University is expected to treat each other and members of the public with respect, courtesy, professionalism and civility.
8. **Duty to Cooperate** -- Every member of the University has a duty to cooperate with the University's compliance officer in the initiation and defense of actual or contemplated litigation affecting the interests of the University and in the conduct of any investigation of a violation of this *Code of Ethics and Conduct*. Trustees and senior administrative personnel are under an affirmative obligation to report reasonably suspected violations of this *Code of Ethics and Conduct* to the University's compliance officer.
9. **Conflict of Interest** -- University members shall avoid favoritism and any potential conflict of interest or appearance of a conflict of interest through the following requirements:
 - a. Trustees Duties:

- i. Elements of a conflict. A trustee has a conflict of interest whenever the trustee or a family member or a business associated with a trustee or a family member (insofar as may be known to the trustee) has an existing or potential financial or other interest in a matter pending before the board of trustees that might reasonably be expected to impair the trustee's independence of judgment or objectivity in the discharge of governance responsibilities.
 - ii. "Family member" includes spouse; parents; siblings; children; aunts and uncles; grandparents; grandchildren; nieces and nephews; mothers- and fathers-in-law; daughters- and sons-in-law; sisters- and brothers-in-law; first cousins, whether in whole or half blood, by marriage, adoption or natural relationship and the spouse of any such person; domestic partner; and any person residing in the trustee's household.
 - iii. "Business associated with a trustee" means an organization, corporation, partnership, proprietorship or other business entity with respect to which either the trustee or (insofar as may be known to the trustee) a member of the trustee's family:
 - a) Receives compensation in excess of \$500 in any month or has any contractual right to future income in excess of \$6,000 per year excluding compensation from the University, any governmental source, investment or savings income, retirement or insurance benefits or alimony.
 - b) Serves as an officer, director, partner, or employee.
 - c) Holds a financial interest valued in excess of \$10,000.
 - iv. "Financial interest" means a foreseeable nontrivial financial effect that may result from a board action.
 - v. Incompatible employment or service. No trustee shall undertake any employment or service, whether compensated or not, that might reasonably be expected to impair the trustee's objectivity and independence of judgment in the exercise of official duties.
 - vi. Representation. No trustee, nor any partnership, business entity, or corporation in which the trustee has an interest, nor any partner, officer or employee of such partnership, business entity or corporation, shall appear for or negotiate on behalf of, any person or party other than the University in connection with any cause, proceeding, application or other matter pending before the board.
 - vii. No trustee, subsequent to termination of membership on the board, shall agree to or actually represent, appear for, negotiate on behalf of, or provide information not generally available to members of the public, whether personally or through any partnership, business entity, or corporation in which the trustee has an interest, to any person or party other than the University in connection with any cause, proceeding, application or other matter with respect to which such trustee shall have made any investigation, rendered any ruling, given any opinion, or otherwise been substantially and directly involved at any time during the course of the trustee's membership on the board.
- b. Board Recusal:
- i. Implications of recusal: Conflict of interest comes in many forms and cannot be avoided entirely. Recusal on a particular matter because of a conflict does not reflect adversely on the involved trustee. Rather, it is simply recognition that, in a complex

and interconnected society, conflicts will occur. When this happens, recusal is necessary to assure that a trustee's independence of judgment is not compromised, that the public's confidence in the integrity of the board of trustees is preserved, and that the University's public mission is protected.

- ii. Trustee's authority: A trustee shall not use the authority, title or prestige of office to solicit or otherwise obtain a private financial, social or political benefit that in any manner would be inconsistent with the public interest or to secure unwarranted privileges or advantages for the trustee or others.
 - iii. Prohibited activities: A trustee shall not have any interest (financial or otherwise, direct or indirect) or engage in any business transaction or professional activity that is in substantial conflict with the proper discharge of the trustee's duties in the public interest and shall not act in the trustee's official capacity in any manner wherein the trustee has a direct or indirect personal financial interest that might reasonably be expected to impair the trustee's objectivity or independence of judgment.
 - iv. Use and disclosure of information: No trustee shall willfully disclose any information not generally available to members of the public that the trustee receives or acquires in connection with the trustee's official duties, nor shall the trustee use such information for the purpose of securing financial gain for the trustee or others with whom the trustee is associated.
 - v. Conduct: A trustee shall not knowingly act in any way that might reasonably be expected to create an appearance of suspicion or a suspicion among the public having knowledge of the trustee's acts that the trustee may be engaged in conduct violative of trust as a trustee.
- c. Conflict of interest and recusal procedures:
- i. Review of procedures: The Board of Trustees, with the assistance of the University counsel, shall review annually at a board meeting the requirements and procedures provided in this policy. Each trustee shall sign a receipt indicating the date the Code was received and acknowledging that they are responsible for reading the Code and is bound by it. Trustees can seek clarification of the Code's provisions from the University Compliance Officer.
 - ii. Recusal: A trustee must self recuse from a matter if the trustee has:
 - a) Any financial interest, direct or indirect, that is incompatible with the discharge of the trustee's public duties, or
 - b) Any personal interest, direct or indirect, that is incompatible with the discharge of the trustee's public duties.
 - iii. Acknowledgment of conflict: An actual or possible conflict of interest shall be called to the attention of the chair of the Board of Trustees at the earliest opportunity by the individual trustee or by any other person.
 - iv. Conflict of interest question: A trustee regarding whom a conflict-of-interest question arises is encouraged to consult with the chair, who may request a written opinion from the University compliance officer on whether a conflict of interest exists under this policy. If the existence of the conflict involves the Chair, the Chair shall consult with the Vice Chair who may request a written opinion from the University Compliance

Officer regarding the existence of a conflict. A trustee must seek the advice of the University Compliance Officer as to the propriety of participation in a matter if a person requests that trustee to self recuse from that matter.

- v. Review of question of conflict: Any disputed issues relating to the existence of a conflict of interest requiring recusal shall be considered by the chair or vice chair, as the case may be, who, at the trustee's discretion, may refer the question to the executive committee of the board.
 - vi. Final authority on Conflict: The chair or the executive committee, as the case may be, shall make a recommendation regarding the conflict of interest issue to the board of trustees in executive session. The board shall decide the conflict of interest issue in executive session. The board is the final authority on all conflict questions.
 - vii. Participation in deliberations: A trustee with a possible conflict of interest shall not participate in the deliberations or vote of the executive committee or the board concerning the legitimacy of the conflict of interest.
 - viii. Deliberations and voting: A trustee who declares or has been found to have a conflict of interest shall be absent from any deliberations or vote on the matter determined to be a conflict, and the trustee shall not take any action to influence the outcome of the matter.
 - ix. Procedure following recusal: A trustee who has self recused shall not receive meeting materials including a matter from which the trustee has been recused. At the board meeting, the trustee must place the trustee's recusal and the reason for such recusal on the record prior to any discussion of the matter and must leave the room during any closed session held by the board to discuss the matter in question.
- d. University Members Expected Behavior:
- i. No employee shall have any interest, financial or otherwise, direct or indirect, or engage in any business transaction or professional activity, that is in substantial conflict with the proper discharge of the employee's duties.
 - ii. No employee shall use or attempt to use the employee's official position to secure unwarranted privileges or advantages for himself, herself or others.
 - iii. No employee shall act in the employee's official capacity in any manner in which the employee has a direct or indirect personal financial interest that might reasonably impair the employee's objectivity or independence of judgment.
 - iv. No employee shall undertake any employment or service, whether or not compensated, that might reasonably be expected to impair the employee's objectivity and independence of judgment in the exercise of the employee's official duties. In connection with this obligation, no employee may undertake to perform any personal services, whether or not compensated, for a subordinate employee. Additionally, the President, Vice Presidents and the Deans of the University are prohibited from having a personal contractual or business relationship with another employee of the University.
 - v. All employees shall report in writing to their divisional Vice President the names of any relatives, domestic partners or members of the same household over whom they have direct or indirect managerial or supervisory authority including, but not limited

to, any role in their personnel review. Vice Presidents shall report in writing the names of such persons to the President of the University, and the President shall report in writing the names of such persons to the chair of the board of trustees. Members of the board shall report the names of such persons to the full board.

- vi. No employee shall act in the employee's official capacity in any University matter where the employee or an immediate family member or domestic partner of the employee has a direct or indirect interest that might be reasonably expected to impair the employee's objectivity or independence of judgment.
- vii. Direct interest includes, but is not limited to, initial employment, retention, job classification, salary, performance appraisals and work assignments. Therefore, no employee shall directly supervise a member of the employee's own family or domestic partner. It is the intent of the University to avoid instances that could be influenced by the family relationship in hiring, performance evaluation, promotion, reclassification, discipline, grievance, or dismissal processes.
- viii. No employee shall participate, directly or indirectly, in decisions involving a benefit or detriment to a member of the employee's family, domestic partner or member of the employee's household. It shall be an exception to the requirements of this paragraph for an employee to directly provide academic or student support services to a member of the employee's family, domestic partner or member of the employee's household, provided however, that the employee shall describe the academic or student support services provided and the name of the recipient to the compliance officer.
- ix. Use and disclosure of information. No employee shall willfully disclose any information not generally available to members of the public that the employee receives or acquires in connection with the employee's official duties, nor shall the employee use such information for the purpose of securing financial gain for the employee or others with whom the employee is associated.
- x. Abide by the laws and University Policies prohibiting discrimination, sexual harassment, age discrimination, Americans with Disability Act or any other state or federal laws or policies under which the University operates.
- xi. Saint Leo University's mission recognizes the importance of establishing and enforcing acceptable community standards of behavior. In doing so, all members of the University Community should know they will be held accountable for their off-campus actions and/or behaviors as they relate to federal, state and local agencies, laws and regulations, as well as University policies.
- xii. In this connection, employees have a responsibility to represent themselves in a lawful and responsible manner at all times, both on and off the campus. Further, the University reserves the right to take necessary and appropriate action to protect the safety and well-being of the campus community.
- xiii. The University will not routinely invoke disciplinary action for individual misbehavior occurring on or off University premises. Nonetheless, it will be necessary in order to protect the campus community when there are reasonable grounds to believe that an individual's behavior indicates that the employee poses a serious and substantial danger to others. Normally, such "substantial danger" will be

manifested by a pending civil or criminal charge, including but not limited to, or relating to a crime of violence, sexual assault and/or predatory behavior, deviant behavior, any type of pornographic exposure including use of the University internet for such purposes, burglary, substantial theft or fraud, the distribution of illegal drugs, or the possession of substantial quantities of illegal drugs, or any other offense of similar kind.

3.3.3.5 Additional Obligations

Trustees and senior administrative personnel have a duty to the University to always act in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner reasonably believed to be in the best interests of the University. Persons occupying these positions of trust shall complete and submit, on at least an annual basis, a Conflict of Interest Disclosure Form (“form”). The form shall be amended more frequently, as needed, whenever there is a material change in the circumstances of the reporting person that would make the form then on file materially false or misleading. In addition, all Trustees must agree and sign a Statement of Responsibilities (“statement”) that will provide some guidance on the special responsibilities attended to that office. The form and the statement may be changed from time to time by the Board.

3.3.3.6 University Compliance Officer

The University compliance officer shall be the assistant to the President of the University.

1. Information (University webpage). The compliance officer shall be responsible for placing on the University’s webpage a copy of the Code, including forms. The compliance officer will keep the information updated on a current basis. The compliance officer may from time to time inform the University community on the website with regard to the substance of decisions rendered at the University-level, which may be of general interest.
2. Forms. Forms may be downloaded from the University webpage, printed out, signed, and filed with the compliance officer of the University.

3.3.3.7 Responsibility for Administration of the Code of Ethics and Conduct

1. Responsibility of the University Compliance Officer. The President shall appoint a manager to serve as University compliance officer who shall have daily responsibility for administration of the provisions of the *Code of Ethics and Conduct*. The compliance officer will advise the President and the appropriate Vice President with respect to all issues related to an employee’s receipt of gifts and outside employment or activity as set forth above. In addition, the compliance officer will keep employees regularly informed as to requirements of the *Code of Ethics and Conduct* and any changes in the Conflicts of Interest Law or Regulations through communications and training sessions. The University compliance officer shall be available at reasonable times to discuss with employees matters related to the Code and to provide informal advice and counsel with regard to particular matters, and if appropriate, refer a particular matter to the Human Resources Director, campus hearing board or other University officer or body for appropriate resolution. Finally, the University compliance officer shall maintain complete and accurate records of all matters related to the

Code of Ethics and Conduct and coordinate Ethics issues with the Office of Audit and the University's "*Ethics HotLine*" employee accountability activity (whistle blower).

2. **Responsibility of the Employee and University Compliance Officer (Gifts).** Each employee shall have the responsibility to make full disclosure in writing to the University compliance officer of any gift, product, or service of value upon receipt from a person or business entity with whom or which the employee has had or may expect to have in the future contact in the employee's official capacity. The gift or thing of value, if tangible, also shall be delivered to the University compliance officer. The University compliance officer shall then determine whether the gift constitutes a conflict or interest. If the University compliance officer determines that the receipt of the gift violated the *Code of Ethics and Conduct*, the compliance officer shall direct the employee to return the gift forthwith.
3. **Responsibility of the Employee, Vice President and University Compliance Officer (Outside Employment).** Each employee shall report outside activity in writing and in advance to the University compliance officer, or the President as the case may be, who shall review the outside employment as being consistent with the *Code of Ethics and Conduct* and make a recommendation to the appropriate vice President or to the President. The Vice President or President, as the case maybe, shall then inform the employee of the determination of University compliance officer as to whether the outside employment or other activity constitutes a conflict of interest. If the employee disagrees with the determination of the University compliance officer, the matter will be referred to the President of the University, who shall make the final determination on the matter. All determinations shall be filed with the University compliance officer.
4. **Employee Self-Reporting to University Compliance Officer.** An employee may self-report directly to the University compliance officer any issue covered under the *Code of Ethics and Conduct* Policy may effect their employment. The University compliance officer will provide an opinion letter after review or where the ethics committee is convened after the committee makes a determination outlining whether there is a violation and recommended corrective behavior or action.
5. **Third Party Reporting to University Compliance Officer.** An individual who suspects a violation of the *Code of Ethics and Conduct* Policy may file a request for an ethics review directly with the University compliance officer. The University compliance officer will provide an opinion letter after review or where the ethics committee is convened after the committee makes a determination outlining whether there is a violation and recommended corrective behavior or action.
6. **Reporting Violations "*Ethics HotLine*" Procedures:**
 - a. How an employee can report an issue: There will be two ways that an employee will be able to make a report. One way is by calling a toll free number. An operator will be available 24 hours a day. The second way is through our Saint Leo website. By using DataMart, the *Ethics HotLine* can be further restricted to employees only. An annual email will be sent to all employees in order to remind them of this service and to educate new hires.
 - b. **Notification of a Report:** When a report has been made, a copy will be sent to the President and the internal auditor. The internal auditor will be expected to resolve the issue. The President's main role is to ensure that all reports are resolved in a timely manner. The President will not receive any reports naming the President. If a report

names the President, the report will go directly to the audit committee. The internal auditor will not receive any reports naming the internal auditor. If the internal auditor is named, the President would be expected to follow up on the report. Summary reports will be provided to the audit committee at a minimum during regularly scheduled meeting. Special interim reports will be scheduled if deemed necessary by the President or the designated compliance officer.

- c. **Timing of Response:** All reports will be responded to within 24 hours. The response may be in the form of additional questions to the person who is reporting. The response may be to forward the report to a manager who is better equipped to research the incident. If the response is forwarded, it is the responsibility of internal audit to follow up on how the matter was resolved.
- d. **Nature of Response:** Internal audit's function will be to determine if a report can be confirmed. If a report can be confirmed, it will be brought to the attention of management. It will then be management's responsibility to determine what action, if any, is appropriate.

3.3.3.8 Violations and Sanctions

Any employee who violates the Code of Ethics may be subject to disciplinary action in accordance with the University's Progressive Disciplinary Rules. Discipline may include fines, suspension, removal, demotion, or other disciplinary action, including termination. The President shall appoint a campus

Ethics Policy Committee, to review issues pertaining to this document. For purposes of Board issues the Board shall designate a committee to review board ethics issues.

All employees shall sign a receipt indicating the date the *Code of Ethics and Conduct* was received and acknowledge that he or she is responsible for reading the Code and is bound by it. Receipts shall be maintained in the employee's personnel file.

To report a potential ethics violation or to seek advice, please contact:

The University Compliance Officer

Or, through the University "*Code of Ethics and Conduct HotLine*"

3.3.3.9 Implementation

The President of the University shall issue such directives or instructions as may be need to implement this *Code of Ethics and Conduct*. The Board of Trustees Audit Committee shall be advised of such directives and instructions on, at least, a quarterly basis. At the request of the Committee the full board of trustees may consider the President's directives and instructions and take such action in response thereto as it may deem appropriate.

3.3.3.10 Amendments

This *Code* is voluntarily adopted by the board of trustees and may be amended by the board of trustees at any time, with or without notice, and without the provision of consideration to any party.

3.3.4 Confidential Information

The University will safeguard confidential information concerning students, employees, University business and other matters. Unauthorized accessing and/or disclosure of confidential information by University employees are prohibited and may result in legal penalties. Access to and release of information must be in compliance with legal requirements and policy.

3.3.4.1 Types of Confidential Information

Confidential information includes, but is not limited to information concerning:

1. Prospective, current or former students;
2. Current, former and prospective employees (employment, pay, health, insurance data, and other personnel information);
3. Current, former and prospective faculty, and adjunct faculty (employment, pay, health, insurance data, and other personal information);
4. Verifications of employment;
5. University business, finances, or operations; and
6. Alumni and donors.

3.3.4.2 Restrictions and Violations

Specific laws, University policies, and guidelines govern the release of confidential information. Therefore, University employees may not obtain accesses to or provide confidential information unless their positions within the University authorize them to do so. Employees who receive requests for confidential information shall seek direction from a supervisor before responding.

Employees who violate the University's Confidential Information policy may be disciplined up to and including dismissal. Unauthorized accessing or disclosure of legally protected information may result in civil liability or criminal prosecution.

3.3.4.3 Employment and Income Verification

It is the policy of **Saint Leo University** to protect the privacy of each employee. Organizations who wish to verify the employment of a **Saint Leo University** current or past employee will use an automated external employment verification service designated by **Saint Leo University**. **Saint Leo University** uses The Work Number[®] to provide automated employment and income verifications on our employees.

Employment and income verifications may be required when applying for a mortgage or loan, for reference checking, leasing an apartment, establishing credit, or any other instance where proof of employment or income is needed. The individual employee is responsible for authorizing the release of this information to the verifying organization.

Information for Employees:

Saint Leo University Employer Code: 13333

The Work Number Access Information: www.theworknumber.com
 1-866-604-6572
 The Work Number Customer Service: 1-866-604-6572
 1-800-424-0253 (TTY-Deaf)

Information for Verifiers:

Saint Leo University Employer Code: **13333**
 The Work Number Access Information: www.theworknumber.com
 1-800-367-5690
 The Work Number Customer Service: 1-866-604-6572
 1-800-424-0253 (TTY-Deaf)

Information for Social Services Agencies:

Saint Leo University Employer Code: **13333**
 The Work Number Access Information: www.theworknumber.com
 1-800-660-3399
 The Work Number Customer Service: 1-866-604-6572
 1-800-424-0253 (TTY-Deaf)

All employment and income verification requests must use this automated service. Saint Leo University will provide Federal, State, and local government agencies any employee information required by law.

As an employee of **Saint Leo University**, you may handle a variety of confidential matters regarding other employees, clients, and other information. When doing so, it is your responsibility to respect the highest level of privacy for your fellow employees. Employees are prohibited from releasing employment or income verification information. This policy is designed to protect the company and employee from any potential liability.

3.3.4.4 Media Contacts

Employees may not comment on University business to representatives of the press (radio, television, or print media) without authorization from the University Communications Office. Inquiries from campus or other media must be referred to the University Communications Office.

Employees may not represent themselves as spokesperson for the University unless authorized to do so by the University Communications Office.

3.3.4.5 Subpoenas

Subpoenas and any other request or demand for the release of information for legal proceeding must be referred to the Vice President of Business Affairs with the exception of subpoenas for copies of employment related documents which shall be submitted to the Director of Human Resources.

3.3.4.6 Responsibility

Supervisors are responsible for knowing the confidentiality laws, policies, and guidelines that pertain to their area. Supervisors are also responsible for informing employees about restrictions on confidential information. University employees must comply with this policy.

3.3.4.7 Resource

Contact Human Resources if questions or more information about this policy is needed. Contact the University Communications Office concerning media contacts or the Office of Business Affairs concerning subpoenas.

3.3.5 *Controlled Substance and Alcohol Use Prohibition and Testing for Security Personnel and Motor Vehicle Operators*

To maintain a safe, healthy, and productive working environment, the University will act to eliminate substance abuse by employees who operate University motor vehicles or vehicles rented or leased by the University for the transportation of student and employees. This policy is in addition to the University's Drug-free Workplace policy (See Volume II, paragraph 2.2.1.1) and conforms to applicable federal and local laws.

3.3.5.1 Prohibited Use of Alcohol and Controlled Substances

Use of illegal drugs, prescription medications, or any other substance, including alcohol that can impair the ability of an employee who operates a University vehicle to perform job functions safely and effectively, is prohibited. The following additional specific rules are also in force for drivers of commercial vehicles:

1. No driver may drive or repair a University vehicle, or perform other safety-sensitive functions, within four hours after using alcohol;
2. No driver may report to duty or remain on duty while having an alcohol concentration of 0.04 or greater;
3. No driver may use alcohol while on duty;
4. No driver may be on duty or operate a commercial motor vehicle while the driver possesses alcohol;
5. No driver who is required to take a post-accident test under University regulations may use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first;
6. No driver may report for duty or remain on duty if the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a motor vehicle;
7. No driver shall report for duty or remain on duty if the driver tests positive for controlled substances; and
8. No driver may refuse to submit to any of the alcohol or controlled substances tests required under University rules.

3.3.5.2 Pre-employment Testing⁴

1. Prospective employees (whose responsibilities will include providing security for the University or operation of a University vehicle) will be informed of the Alcohol and Controlled Substance Use Testing policy. These individuals will be asked to sign a statement authorizing testing - persons who refuse to take such tests will not be hired.
2. The selecting department will schedule substance abuse testing for prospective employees.
3. Individuals who are determined to have a substance abuse condition (controlled substances or alcohol) will not be hired by the University.
4. An employee who provides security or operates a University provided motor vehicle and who has engaged in conduct prohibited by a University rule concerning controlled substances may not return to work until the employee undergoes a return-to-duty controlled substances use test with a result indicating a verified negative result for controlled substances.
5. Human Resources will schedule alcohol and controlled substance use testing for prospective employees with an approved health facility.
6. Individuals who do not receive a verified negative test result for controlled substances will not be hired by the University for security or motor vehicle operator positions.
7. Individuals whose alcohol tests indicate an alcohol concentration of 0.04 or greater will not be hired by the University security or motor vehicle operator positions.
8. Individuals whose alcohol tests indicate an alcohol content of 0.02 or greater but less than 0.04 may be hired by the University but a condition of their employment may be to undergo random alcohol and controlled substance testing during the first 12 months of their employment. A positive test result during this period will result in corrective action, up to and including dismissal.

3.3.5.3 Reasonable Suspicion Testing

If reasonable cause exists to suspect that security personnel or a driver is under the influence of or impaired by drugs or alcohol, or has violated the specific prohibitions stated above, the employee will be directed to report to an approved health facility for substance abuse testing.

Reasonable cause may be established by a supervisor or other individual observing indications of possible substance abuse. When practical, reasonable cause shall be supported by the observations of at least two individuals. The supervisor must document the behavior or symptoms observed and arrange for the employee to be escorted to the approved health facility.

The approved health facility will determine whether testing is warranted. Employees who refuse testing may not perform or continue to perform safety-sensitive functions, and are subject to corrective action, up to and including dismissal.

⁴ This policy is not applicable to employees hired prior to May 31, 2002. University employees hired prior to May 31, 2002 who terminate their employment and then subsequently return to the University are required to undergo pre-employment testing pursuant to this policy.

3.3.5.4 Post-accident Testing

An employee who is involved in an accident while operating a motor vehicle must report to the appropriate supervisor immediately and be tested as described below if the accident involved the loss of human life or the driver receives a citation for a moving traffic violation arising from the accident. In all other cases the employee must report within 32 hours of the accident and may be tested. The supervisor arranges to have employees tested by an approved health facility.

Alcohol testing shall be administered within two hours following an accident, although such testing may be done up to eight hours after an accident. Controlled substances use testing must be administered within 32 hours following an accident.

This policy should not be construed to require the delay of necessary medical attention for injured people following an accident, or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance responding to the accident, or to obtain necessary emergency medical care.

The University may consider the results of breath or blood test for the use of alcohol, or a urine test for the use of controlled substances, conducted by federal, state or local officials having independent authority for the test, to meet the post-accident testing requirements, provided such tests conform to applicable federal, state or local requirements, and the results of the tests are obtained by the University.

3.3.5.5 Return-to-duty Testing

An employee who provides security or operates a University provided motor vehicle and who has engaged in conduct prohibited by a University rule concerning alcohol or drugs may not return to work until the employee undergoes a return-to-duty alcohol or drug test with negative results.

3.3.5.6 Follow-up Testing

Security personnel or vehicle operators who have violated the University alcohol or controlled substances use rules must be evaluated by a substance abuse professional. If the substance abuse professional determines that the driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver will be subject to at least six tests in the first 12 months following the employee's return to duty.

3.3.5.7 Responsibility

Security personnel and employees who provide security or operate a University provided motor vehicles, as well as appropriate supervisors, are responsible for understanding and adhering to this policy.

3.3.5.8 Resource

Contact Human Resources with questions or if more information about this policy is needed. Individuals with substance abuse problems may contact the Employee Assistance Program for assistance.

3.3.6 *Dogs on Campus*

See Volume II, Subsection 2.10.4.

3.3.7 *Employees with Disabilities*

Section 504 of the 1973 Federal Rehabilitation Act and the 1990 American with Disabilities Act (ADA) require that Saint Leo University makes reasonable modifications of policies and practices and provide certain individualized services to otherwise qualified employees with disabilities. To have a covered disability under ADA, a person must have a condition that substantially limits a major life activity, have a history of such a condition, or be regarded as having such a condition. To be qualified under ADA, a person with a disability must be able to perform the essential functions of a job or meet the essential eligibility requirements of the program or public accommodation, with or without an accommodation to the person's condition. Individuals with disabilities may include, but are not limited to, those with learning disabilities (including Attention Deficit Disorder), visual or auditory impairments, speech impairments, mobility impairments, emotional illness, head trauma or medical conditions that substantially limit one or more major life activities as specified in the law. Specific accommodations will be decided on a case-by-case basis, in accordance with federal law, depending on the type and extent of the disability. Contact Human Resources for additional information. See Appendix 3.3.7.1 for the Employees with Disabilities Policies and Procedures Manual.

3.3.8 *Employment of Family Members*

Employment decisions at the University are based on individual merit. The University, therefore, will consider employment of family members. Individuals may not, however, directly supervise family members or participate in employment decisions concerning a family member.

3.3.8.1 *Definition and Application*

For purposes of this policy, a family member is any person related by blood, adoption or marriage (i.e., a parent, child, brother, sister, spouse, any member of the same household, or any person whose relationship with the employee is similar to that of persons who are related by blood or marriage). This policy applies to newly hired employees and to current employees who have changes in relationships (marrying another employee, for example), or changes in work assignments effective July 1, 2002.

3.3.8.2 *Supervisory Role*

A University employee may not directly supervise a family member.

If a situation occurs where family members are employed in the same work area (but one does not supervise the other), each family member must arrange to be removed from processes concerning any other family member, such as:

1. Evaluating the performance of the family member;
2. Considering the family member for reappointment, promotion or salary adjustment;
3. Approving a leave of absence for the family member; or

4. Participating in other decisions that present a possible conflict of interest or appearance of conflict of interest or impropriety (see Code of Ethics Policy, Subsection 3.3.3).

3.3.8.3 Grandfather Clause

Family members employed on or before July 1, 2002 by the University who work within the same department/division or center location are subject to the following provisions:

1. The family members will not be allowed promotion within the department/division or center location which would place them in a supervisory role over another family member.
2. All rules as outlined in “Supervisor Role” (above) will apply to the working relationships between family members.

3.3.8.4 Responsibility

An employee is responsible for complying with this policy when involved in employment decisions concerning a family member. All potential or existing situations concerning employment of a family member must be reported to Human Resources by the employee(s) affected by this policy.

3.3.8.5 Resource

For more information concerning employment of family members, contact Human Resources. Refer to the University’s policies on Sexual Harassment (Volume II, Subsection 2.1.2) and Code of Ethics Policy (Subsection 3.3.3) for other relationships not covered in this policy.

3.3.9 Employment of Minors

Saint Leo University has established guidelines concerning the employment of any individuals under the age of 18. The guidelines apply to student employees and to other minors under 18 years of age. The law prohibits employment of minors under age 14.

3.3.9.1 Philosophy

The University will adhere to applicable laws concerning employment of minors. Supervisors will ensure that:

1. Employment is not detrimental to the minor’s health or welfare;
2. The minor will be adequately supervised; and
3. Employment does not interfere with the minor’s education.

3.3.9.2 Laws and Regulations

This policy outlines legal requirements under federal, state or local law that generally apply to employment of minors in Florida, Virginia, Georgia, South Carolina, and Texas. While federal law applies in all cases, the location of the job site determines which state laws may apply.

3.3.9.3 Work Permit

Before employment, minors under the age of 18 (age 16 in Virginia) must obtain a work permit from the school district in which the job site is located. Work permit procedures vary according to age:

16 or 17 Year Olds: The University department must complete an Intention to Employ Card, indicating the type of work the individual will perform, the work schedule, and the hours of work per week the individual will perform. The individual must take the completed card, together with a birth certificate or other proof of age, to the appropriate school or work permit office (in the jurisdiction where the job site is located).

Departments employing a minor must submit the work permit along with other hiring documents to Human Resources. Work permits will be kept on file by Human Resources and will be available for inspection by authorized individuals.

3.3.9.4 Hours of Work

The following restrictions apply to the number of hours per day or week that a minor may work:

School Schedule	Age(s)	State	Maximum hours per day or week
School/hrs Week Days	14, 15	Florida	Non school hours: 15 All non school hours/day: 3 18 hours/week
Non School Hours	14, 15	All	8 hours/day 40 hours/week
All days	16, 17		12 hours/day (work plus school time)

In addition, there are limitations on the work schedule starting and ending times for minors.

Age(s)	State	Work Times
14, 15	Florida	7:00 am to 7:00 pm during the school year 7:00 am to 9:00 pm from June 1 to the first day of classes for the school year in August
14, 15	All	7:00 am to 7:00 pm
16, 17	Florida	6:30 am to 11:00 pm
16, 17	All	6:00 am to 10 pm

3.3.9.5 Lunch Periods

Florida requires that minors be given a one-half hour lunch period for every four hours of continuous work.

Virginia requires that minors be given a one-half hour lunch period for every five hours worked.

3.3.9.6 Occupational Restrictions

Employers may not employ minors to perform certain job tasks. Restrictions vary by jurisdiction; however, examples of prohibited tasks include:

1. Working on scaffolding;
2. Using toxic chemicals or gases; and
3. Operating power machinery (except office equipment).

Due to the varying state, federal and local law compliance issues, the University minimizes and discourages the use of employing minors.

3.3.9.7 Responsibility

Supervisors are responsible for complying with this policy when employing minors. Supervisors are responsible for verifying with local jurisdictions any limitations and/or restrictions in the work activities of minors.

3.3.9.8 Resource

For more information concerning employment of minors, and for additional details concerning occupational restrictions, contact Human Resources.

3.3.10 Immigration Law Compliance

The University is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within 72 hours of being hired. Any employee who is returning to the University after a break in service of one year or more must also renew their paperwork in Human Resources before they begin work. Employees without the necessary paperwork will not be allowed to continue work.

It is essential that all international students, scholars and staff ensure that current INS paperwork is on file in Human Resources. If an employee renews a Visa, I-20, I-90, or any other such paperwork, the employee must also renew their records of that paperwork in Human Resources.

Employees with questions or seeking more information on immigration law issues are encouraged to contact Human Resources. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

3.3.11 Inclement Weather Related Shutdown

In view of the fact that many services provided by the University are required seven days a week on a twenty-four hour basis, the University will make every effort to remain open at all times. In order to remain open at all times, the University has designated certain employees as “emergency employees.” Regardless of weather conditions, these employees must report to work as scheduled. When conditions dictate, the University may modify the normal work schedule of

employees not designated as emergency employees by permitting early departures from work, by excusing late arrivals to work, by permitting the discretionary use of paid leave, or by closing a part of the University.

The University recognizes that transportation problems can result from severe weather conditions and will modify normal work schedules of employees not designated “emergency employees” as appropriate. Saint Leo will use the area Emergency Management recommendations as a general guideline when considering whether to open or close all or part of the University during hurricanes and extremely severe weather conditions, including snow and ice storms. A decision may vary between center locations and will depend on the University’s ability to provide for the on-campus safety of students, faculty, and staff and on the ability to maintain adequate utilities in University buildings. In addition, there can be specific instances when local facilities or military installations request that local businesses delay opening or close early to conserve power or to respond to another community emergency.

When an employee is hired, transferred, promoted, or changes status, it is important that the employee be advised of the employee’s status as it relates to this policy. Each fall, department heads shall review the Inclement Weather and Shutdown Policy with their employees and ensure that each employee knows and understands the employee’s status as it relates to the term “designated emergency employee.”

3.3.11.1 Notification of Change in Schedule

When parts of the University are to be closed or the work schedule modified with respect to employees not designated as emergency employees, the Department of University Communications will contact television and radio stations and post information on the website.

A telephone weather line is set up with a recorded message for employees to call that will outline the University’s plan related to the inclement weather or shutdown situations. The message on the telephone line is the official University status.

The main number for the University is: (352) 588-8200

For main contact numbers at Center locations, please contact the appropriate Center Director or a supervisor.

3.3.11.2 Plan

The University’s Plan related to the inclement weather or shutdown situations will include one of the following options:

1. Remain Open: The weather line and media announcement will state: “Saint Leo University is open.”
2. Liberal Leave: The weather line will state: “Liberal leave is in effect. Day classes will begin at their normal time.” Designated emergency employees must report to work on time. All other employees may report up to two hours after their normal scheduled start time or may choose not to report to work. Employees who do not report to work may use their accrued paid leave for the time. Employees who report within two hours of their normal start time will be paid for those hours.
3. Delayed Arrival: Should it be necessary to delay the start of classes or work due to weather conditions or other situations beyond our control, the weather line will state: “Saint Leo

University is open. Classes will begin at [time designated]. Non emergency employees should report to work at [time designated], but they are expected to report to work. All designated emergency employees must report to work on time.” If needed, the weather line will contain more detailed information about scheduling of classes on individual campuses.

4. Closure: The weather line will state, “Saint Leo University is closed and classes are canceled. Designated emergency employees must report to work.” Employees who are excused from work due to the closing will receive their regular compensation for the time lost due to the closing.

3.3.11.3 Early Departure

When a decision is made to permit early departures, employees will be paid for the authorized excused hours.

3.3.11.4 Employees on Scheduled/Unscheduled Leave

Employees who are off work due to scheduled/unscheduled sick leave or vacation will not be compensated or have their leave adjusted due to early departure or closure of the University.

3.3.11.5 Evening Classes

The decision to cancel evening classes will be made by the Vice President of Academic Affairs in conjunction with other University personnel. A decision shall be made at the earliest possible time and will be communicated to the Department of University Communications for appropriate dissemination.

3.3.11.6 Responsibility

Each department must identify and notify its designated emergency employees. Announcement of the decision to modify the work schedule or to close all or a part of the University with respect to employees not designated as emergency will be made by the President, and/or a designated representative(s).

It will be the responsibility of each employee to secure information regarding the University’s posture during an individual inclement weather or shutdown situation.

3.3.11.7 Resource

Human Resources, University Communications Department, or Security.

3.3.12 Information Technology Policies

See Volume II, Section 2.4.

3.3.13 Physical Examinations

A physical examination, in addition to pre-employment testing (see paragraph 3.3.5.2), may be required of a new employee once an offer of employment has been made, especially for positions requiring greater than minimal physical activity. Incumbent employees selected for new

positions with significantly different demands may also be required to have a physical examination based on the new position's requirements.

Arrangements will be made by Human Resources for a physical examination to be conducted at a medical facility designated by the University. The medical examination will be provided at no cost to the candidate, and may include examination, testing and/or immunizations deemed by the University to be appropriate for the particular employment position. At the discretion of the University, additional periodic exams or testing may be requested, especially on the occasion of an employee injury in the workplace (see paragraph 3.3.5.4 for additional information regarding post accident testing).

3.3.14 Professional Conduct

Saint Leo University employees are expected to behave in a professional, business-like manner at work, on University premises, and whenever representing the University. Employees are accountable for behavior outside of work that has a negative impact on the individual's ability to perform the employee's responsibilities at work.

To avoid damage to the integrity of Saint Leo University or its employees and to protect the rights of employees and the public, the University has established guidelines concerning professional conduct of employees. Areas of conduct covered by this policy and standards of conduct include, but are not limited to, the following:

3.3.14.1 Misconduct (rev 5/28/2009)

The University reserves the right to discipline employees for misconduct including, but not limited to, termination of employment. "Misconduct" includes: (1) an on-the-job activity performed by a University employee that violates state and/or federal laws or regulations, local ordinances, or University policy; (2) willful failure to perform duties, paying or receiving money for hours not worked, falsification of documents, theft of University property, or personal use of University resources; and (3) any willful action that subjects the University to liability.

3.3.14.2 University Resources

The unauthorized use of University Resources is prohibited. Misuse of University Resources includes, but is not limited to the unauthorized use of telephones, copiers, fax machines, computers, courier services, postage, office supplies, and other business equipment and supplies.

3.3.14.3 Personal Business

Employees are requested not to conduct personal business during work hours or use University resources for personal business.

3.3.14.4 Professional Organizations

Employees who belong to outside professional organizations should ensure that association with the organization, its conduct or membership, does not negatively impact on the individual's ability to perform job duties. Employees shall not represent themselves as official spokespersons for Saint Leo University unless authorized by the University.

3.3.14.5 Firearms, Dangerous Weapons, Explosives, Lethal Materials

See Volume II, subparagraph 2.3.1.1.6.

3.3.14.6 Alcohol and Other Drugs

Being under the influence of alcohol or illegal or controlled substances when reporting to work, while on the job, or in connection with carrying out University responsibilities or on University premises is prohibited. In addition, processing or selling illegal or controlled substances while on the job, in connection with carrying out University responsibilities or on University premises is also prohibited. This procedure is in addition to other University policies, including those concerning a drug free workplace, and substance abuse by vehicle operators (see Volume II, paragraph 2.2.1.1 and Subsection 3.3.5, respectively).

3.3.14.7 Dress Code

An employee's dress and appearance shall be appropriate at all times to give a positive impression of the University. All employees are required to practice good grooming and personal hygiene. Employees, in conjunction with their supervisors, may use their judgment regarding appropriate dress as determined by their schedule of activities and duties. University expectations will not conflict with applicable federal or local statutes, including those prohibiting discrimination based on national origins or religious belief.

Appropriate Dress: The University wants Saint Leo administrators and staff to feel comfortably dressed at work, yet appropriate for an office environment. Greeting important visitors often requires suit jackets and ties, dress suits or dresses for women. Examples of appropriate dress include slacks, blouses/shirts, skirts, shirts with collars, khakis, dresses, polo and cotton shirts. Clothing that is not appropriate for a professional office environment include jeans (may be allowed when short term manual work is being performed), tee shirts, beach sandals, any sandal resembling a "flip flop," beach wear, halter tops, shorts, and athletic attire (Coaches and trainers in Athletics are asked to adhere to this policy when outside of performing their playing/training duties). On Fridays and when appropriate, more casual professional attire is fine. All supervisors shall inform current employees and orient new staff members to specific departmental guidelines for dress.

3.3.14.8 Responsibility

All University employees must follow the procedures outlined above, as well as other University policies concerning employee conduct, and specific departmental guidelines.

3.3.14.9 Resource

Contact Human Resources with questions or if more information about this policy is needed.

3.3.15 Orientation, Training, and Development

The University strives to assimilate new employees into the organization through an active orientation program. Further, the University supports continued training and development for employees; however, the University recognizes there are organizational limits, such as budget, time, and staffing that dictate the extent of resources available.

As an academic organization, Saint Leo University is committed to the orientation, growth, and development of the individual and supports targeting resources to accomplish that end. Recognizing that the organization is only as effective as its members and work teams, Saint Leo University supports orientation and ongoing training and development efforts designed to:

1. Provide practical information in a timely manner;
2. Educate employees about relevant legal and regulatory issues;
3. Enhance the skills an employee uses in the current position;
4. Expand an employee's existing knowledge and skills to prepare for a modification or change in the current position;
5. Broaden an employee's existing knowledge and skills to prepare for future needs of the organization;
6. Encourage, respect and foster an appreciation of individual differences; and
7. Encourage an employee to pursue personal educational goals.

3.3.15.1 Orientation

University orientation occurs at two levels: Organizational orientation and department orientation. Human Resources will arrange for new employees to attend the University's Orientation Program during the first month of employment. The supervisor or department head should arrange department orientations.

3.3.15.2 Computer Training

Department supervisors will evaluate and schedule for Datatel and User Interface or other computer training all newly hired, transferred or promoted employees.

User Interface training is required for all employees who will work with the Datatel system prior to their being enrolled in other Datatel training programs.

Department Specific Datatel Training includes, but is not limited to:

1. CORE;
2. Admission module;
3. Student module;
4. Financial Aid module;
5. Accounting and Finance module;
6. Requisition and Purchasing module;
7. Budgeting modules;
8. Human Resources module; and
9. Faculty module.

All employees will be required to sign the University's Password policy (See Volume II, Subsection 2.4.2) and complete training before passwords will be issued by University

Technology Services. Failure to abide by the University's Password policy will result in disciplinary action up to and including termination.

3.3.15.3 Training and Development Program Costs

The department, depending on the nature of the program and the financial resources available, may pay training and development costs for programs offered outside the University. In some cases, the cost of a course may be paid through the University tuition benefit program.

3.3.15.3.1 Time Away From Work

Time away from work for attending a class or training program may be considered work time and paid accordingly if the following conditions are met:

1. The training program or class is approved and related to the employee's current job or an approved career development program; and
2. The employee's attendance is required by an immediate supervisor

All other requests for time away from work to attend training programs or classes must be processed in accordance with the current leave policies.

3.3.15.4 Resources

3.3.15.4.1 Internal Educational Programs

A variety of on-campus and on-site training and development resources are available at Saint Leo University, including:

1. Training and Organizational Development;
2. School Continuing Education;
3. Saint Leo degree programs;
4. University-sponsored seminars and programs;
5. Academic Computer Center; and
6. Continuing Professional Education.

Contact the school or center directly for information about courses and enrollment.

3.3.15.5 Responsibility

The employee and the supervisor share the responsibility for departmental and individual training including, but not limited to Datatel modules, work-related skill development and career growth development.

The Training Department will be responsible for coordinating with the supervisor for the scheduling of employee training.

Human Resources and the Financial Aid Department are responsible for administering the tuition remission program.

Each department is responsible for approving and communicating the policy for departmentally funded training and development programs.

3.3.15.6 Resource

Contact Human Resources with questions about this policy or for additional information. Contact Human Resources for information about the Tuition Benefit Program.

3.3.16 Security Inspections

The University wishes to maintain a work environment that is free of illegal drugs, misuse of alcohol, firearms, explosives, or other improper materials. To this end, the University prohibits the possession, transfer, sale, or use of such materials on its premises. The University requires the cooperation of all employees in administering this policy.

Desks, lockers, bookshelves, file cabinets and other storage devices may be provided for the convenience of employees, but remain the sole property of the University. Accordingly, any agent or representative of the University can inspect them, as well as any articles found within them, at any time, either with or without prior notice. (See Volume II, Campus Community Policies for Drug and Alcohol and other policies related to health and safety).

3.3.17 Union Organizing Activities

University employees (except for supervisors, managerial employees and confidential employees, as those terms are defined under federal labor law) have the right to freely vote for or against joining a union. Accordingly, the University will strive to respect the rights of employees to vote for or against union representation without intimidation, unjust pressure, or hindrance in accordance with applicable law.

3.3.17.1 Organizing Activity

The University will follow procedures established by the National Labor Relations Board concerning union organizing activities in the workplace. The University will exercise its right as an employer to assist employees to obtain adequate information upon which to base a decision to accept or reject union representation.

Supervisors who are aware of union organizing activities must contact Human Resources.

3.3.17.2 Solicitation and/or Distribution Activities

University employees may solicit and/or distribute written material for the purpose of supporting or organizing in accordance with the National Labor Relations Act without obtaining prior approval as follows: Solicitation activities, unaccompanied by distribution of written materials, may be conducted on non-working time (periods when an employee is not properly engaged in performing work tasks such as break periods or mealtimes) in areas that are not immediate work areas. Immediate work areas include, but are not limited to, University offices, corridors and sitting areas adjoining University offices.

Distribution of written materials may be conducted on non-working time in non-working areas. Distribution of written materials in work areas is prohibited at all times unless otherwise approved in advance.

3.3.17.3 Responsibility

University employees, supervisors, and managers must comply with this policy.

3.3.17.4 Resource

Contact Human Resources with questions or if additional information about this policy is needed.

3.3.18 University-Sponsored Memberships in Career-Related Organizations

Saint Leo University has established guidelines concerning support of employee memberships in career-related organizations.

The University will support employees who wish to join and participate in career-related organizations when:

1. The affiliation is consistent with the mission and values of the University;
2. Membership will benefit the employee and the University; and
3. Adequate funding is available to sponsor the membership.

An employee may request the University to sponsor membership in an appropriate organization by submitting a request to the immediate supervisor. The request shall include:

1. A description of the organization;
2. An explanation of how the membership would benefit the University and the employee;
3. The complete cost of membership; and
4. An estimate of the amount of University work time the employee will spend participating in the organization(s).

The supervisor will review the request and forward it with a recommendation to the department head. The department head will promptly approve or disapprove the request and inform the employee and supervisor.

A department head (or higher level employee) who wishes to join a career-related organization shall send a request to the appropriate supervisor.

Membership payments must be processed according to the University's fiscal procedures.

Participation in some membership organizations may be qualified by the Internal Revenue Service as a taxable fringe benefit. Taxes are the responsibility of the employee and will be handled through payroll.

3.3.18.1 Responsibility

Department heads are responsible for approving or disapproving requests for University-sponsored memberships in career-related organizations. A copy is to be forwarded to the Human Resources inclusion in the employee's personnel file.

3.3.18.2 Resource

For more information concerning this policy, contact Human Resources.

3.3.19 Volunteer Policy

University volunteers are considered unpaid independent individuals and are not entitled to salary, employee benefits, or unemployment compensation.

The University encourages community members to donate their time and expertise as volunteers with the University. Departments and divisions are also encouraged to explore all avenues of community involvement through the use of volunteers.

An employee cannot “volunteer” to perform duties after hours without compensation, if those duties are the same type duties that the individual is employed to perform. An employee may, however, volunteer to perform duties for the University that are outside of the scope of their job duties.

Students may not be considered volunteers if the service to be performed is required as part of their course work.

Volunteers are not subject to any provisions of laws relating to state or public employment, collective bargaining agreements, hours of work, leave time, or benefits, except as described below.

Volunteers are covered by Workers’ Compensation and state liability protection in accordance with the definition of a volunteer and the provisions of Section 768.28, Florida Statutes. Volunteers are not entitled to replacement of lost wages under Workers’ Compensation for their University volunteer work because they receive no wages.

Volunteers acting in the course and scope of their duties are also covered by Section 768.1355 of the Florida Volunteer Protection Act, provided they behave as a reasonably prudent person would under the circumstances and they do not willfully or wantonly cause any personal injury or property damage.

3.3.19.1 Delegation of Authority

Authority is delegated to supervisors for the selection, appropriate use of, and termination of volunteers.

3.3.19.2 Selecting a Volunteer

Departments may contact Human Resources to make it aware that the department is interested in volunteer workers. Human Resources will keep a listing of such departments. Individuals who inquire about volunteer work at the University will be referred directly to the departments on the listing.

When selected for volunteer work, a volunteer is to complete the Application for volunteer Services and authorization for background check. These forms are to be submitted to Human Resources upon completion approval of background check the department requesting will be notified, the volunteer is authorized. The applicant is authorized to begin volunteering.

Supervisors shall inform volunteers of their rights and benefits to comply with University policies and procedures, including those related to safety. Volunteers who have access to documents or systems containing confidential records must be made aware of the expectation for maintaining confidentiality. If confidentiality is applicable, the volunteer must sign a statement of confidentiality.

Any equipment, keys, etc. issued to the volunteer will be recorded on an equipment acknowledgement form and sent to Office of Human Resources.

Volunteers with a valid driver's license may use University vehicles when performing University duties as determined by the supervisor, Director of Campus Safety, and in accordance with University policies. A commercial driver's license and a substance abuse test are required by federal law when operating a vehicle transporting 16 or more passengers, transporting hazardous materials, or utilizing with a gross weight of 26,001 or more pounds.

3.3.19.3 Volunteer Benefits and Length of Service

All volunteers are required to obtain an identification card with the volunteer Registration. The authorization for the ID card must be obtained through Human Resources. Volunteers are not eligible for University benefits. Authorization and/or access for Library Card, Dining Services, Email, Parking Permit or other University equipment or programs must be requested by the department supervisor. The length of volunteer services should be mutually agreed upon by the supervisor and volunteer. There is no limit on the length of the volunteer service provided the supervisor is satisfied with the volunteer's work.

Once voluntary services end, the department must notify Human Resources of the volunteer's last day of service and obtain any keys, equipment, parking permit and ID card. The ID card will be sent to Human Resources to be deactivated along with equipment return acknowledgement form.

3.3.19.4 Recordkeeping Requirements

Upon termination, the volunteer's records are to be retained in Human Resources for three years and are to be destroyed in accordance with the department's record retention schedule for such files. These are the only records of the volunteer's service Human Resources is to be contacted by potential supervisors who wish to confirm the experience or obtain a recommendation or evaluation of the volunteer's services. Such records may also be required to support a Worker's Compensation claim.

3.4 Employee/Student Use of University Vehicles and Golf Carts

3.4.1 Driver Approval Process for University Vehicles

3.4.1.1 Student Employee Driver Approval Process

Only students who are employed by a department at Saint Leo University or are active in an organization on campus are eligible to become a certified driver of University vehicles. In order to request a student be certified as a driver the department/organization must first notify Human Resources (HR) and the Director of Campus Safety of their intent to have a student certified as a

driver. The student at that time must take his/her Driver's License to HR to have a Motor Vehicle Report (MVR) run. In addition to having a satisfactory MVR, students will also be required to submit to and pass a on the road Driver Certification Test. Upon completion of the MVR, HR will notify the Director of Campus Safety of the results. Provided the student has a satisfactory MVR, the Director will notify the Driver Certification Test (DCT) Administer. The DCT Administer will contact the student for a list of convenient times to conduct the driver certification test.

The DCT Administer will contact Campus Safety to arrange the time and vehicle for the certification.

The student will meet the DCT Administer at Campus Safety at the agreed upon time. The student will be required to bring his/her Driver's License and a current copy of their personal vehicle insurance. The DCT administer will be required to bring the DCT Test Sheet.

The DCT Administer will take the student out in a University 12 passenger van. During the test, the Administer will grade the student on a number of different objective tasks. If the student is successful, the DCT Administer will turn in the Dated DCT Results to Campus Safety. The student will then be provided with copy of his/her DCT results. Campus safety will then make a copy of the student's driver's license and insurance card. Also, the student must sign an Annual Driver License and Record Update form. All of these documents will be filed in Campus Safety in a secured cabinet. Also, Campus Safety will be required to complete and maintain an excel spreadsheet with the following information.

- Last and First Name
- DL Number
- State of DL
- Name of Ins. Carrier
- Date of Certification
- Date of the MVR
- Preferred Email Address
- Date of Graduation
- Dept/Org Association

The list of drivers must be reviewed in May every year by a Campus Safety Staff member. If a student is believed to have graduated, their record should be verified. For the remaining students a list of names should be sent to respective departments/organizations to verify the student is still needed as a driver. Those students who are still needed must have an MVR check done again. Those students who are not needed must be removed from the list.

Students with a MVR more than a year old are not permitted to drive any University vehicle until a more recent MVR is on record.

3.4.1.1.1 *Student Driver Certification Requirements*

- Must have a Satisfactory MVR
- Must have at least 3 years of driving experience
- Must successfully complete Driver Certification Test
- Must turn in a copy of Driver's License and Insurance Card to Campus Safety
- Complete and Sign Saint Leo University Annual Driver's License and Record Update (see Annual Driver Agreement on the Intranet under the Human Resources Tab)

3.4.1.2 *Staff/Faculty Driver Approval Process*

In order to become a certified driver an employee at Saint Leo University must have a satisfactory MVR. The process for approval begins by an employee's supervisor or department head requesting he/she is certified as a driver. A faculty/staff member can also be elected if they serve as an advisor to an organization or club on campus and can provide documentation they advise to a club/organization. The request for an employee to become a certified driver should be sent directly to Human Resources and copied to Campus Safety.

If HR receives satisfactory results from the MVR, HR will notify the employee and send a copy of the MVR to the Director of Campus Safety. Campus Safety at that point will request the employee come by to provide a copy of his/her driver's license and personal vehicle insurance. An employee will not be permitted to drive until this information is provided.

This information is to be kept on record. Once all the information is obtain Campus Safety will enter in the information in the Master Driving List spreadsheet for the respective year. Information on the worksheet should contain the following:

- Last and First Name
- DL Number
- State of DL
- Name of Ins. Carrier
- Date of Certification
- Date of the MVR
- Preferred Email Address
- Dept/Org Association

4.1.1.1.1 *Staff/Faculty Certification Requirements*

- Must have a Satisfactory MVR
- Must have at least 2 years of driving experience
- Must successfully complete Driver Certification Test (if requested to do so)
- Must turn in a copy of Driver's License and Vehicle Insurance Card to Campus Safety
- Complete and Sign Saint Leo University Annual Driver's License and Record Update(see Annual Driver Agreement on the Intranet under the Human Resources Tab)

3.4.1.3 Motor Vehicles Reports

Persons with serious driving violations are prohibited from driving University Vehicles. Such violations include but are not limited to a suspended/restricted license, any drug or alcohol related violation, or multiple driving offenses. Saint Leo reserves the right to review the past five (5) years. It is the responsibility of the employee or student to notify Campus Safety and HR immediately if a change in driving status occurs. Failure to comply with this provision may result in disciplinary action including dismissal.

3.4.1.4 Driver Certification Test

This is test administered by the elected University Driver Certification Test Administer. The Department of Campus Safety reserves the right to have any employee/student submit to a Driver Certification Test. Refusal will result refusal of motor-pool driving privileges.

3.4.1.5 Accident Reporting Procedures

In the event that an individual is in an accident while driving a University vehicle or there is physical damage done to a vehicle, the driver is required to report the incident to a dispatcher or officer on duty at the earliest possible time.

Materials for the driver to take down details of an accident when it occurs are located in the binders of each motor pool vehicles.

The dispatcher/officer receiving information regarding an incident is required to complete an Incident Report. The report must have a log entry number and as much completed information as possible. If the incident is reported via telephone the individual reporting the incident must be interviewed upon his/her return to campus. If the vehicle is able to be driven back to campus it must be checked by a mechanic to ensure there are no mechanical or operational defects.

Upon completion a copy of the Incident Report and any related documents must be promptly submitted to the Risk Management Coordinator.

Any vehicle that has been in an accident or has any physical damage must be inspected by a mechanic for mechanical and operational integrity. The vehicle cannot be released for use until this inspection is completed.

3.4.1.6 Mechanical or Operational Reporting Procedures

All drivers are required to notify the Office of Campus Safety of any mechanical or operational defects that occur while using a motor pool vehicle.

The Officer or Dispatcher on duty must have the individual fill out completely a Motor Pool Mechanical or Operational Defect Report.

A copy of this form must be submitted to the Risk Management Coordinator promptly after its completion.

Any vehicle that is reported to have a mechanical or operational defect may not be released for use until it has been inspected by a mechanic and released as free from defect.

The Officer/Dispatcher who took in the report is responsible for notifying the Director of Campus Safety of the vehicle in need of inspection, for completing the “For Official Use Only” section of the Motor Pool Mechanical or Operational defect report, and promptly notifying the Risk Management Coordinator of the reported defect and the inspection of said defect.

3.4.2 University Golf Cart Policies

This policy establishes the safety measures to be followed by Saint Leo employees, including student employees and guests who operate golf carts/utility vehicles on campus. The intent of this policy is to prevent injuries to pedestrians, golf cart/utility vehicle operators, and reduce the risk of property damage.

The Saint Leo University Golf Cart/Utility Vehicle Policy applies to four-wheeled, low-speed vehicles whose top speed is not greater than 25 mph. Specific examples, of vehicles covered by this policy include, but are not limited to, gas powered and electric golf carts.

3.4.2.1 Operator Requirements

All employees, including student employees, must meet the following requirements to operate a University golf cart or utility vehicle:

- Read the Saint Leo University Golf Cart/Utility Vehicle Policy
- Sign the Golf Cart Training Verification Form (see Golf Cart Form on the Intranet under the Human Resources tab)
- Receive hands-on instruction from their immediate supervisor
- Possess a valid driver’s license

Individuals who do not meet these requirements are not permitted to operate golf carts/utility vehicles on campus. Student owned golf carts/utility vehicles may not be driven or parked on campus.

3.4.2.2 Responsibilities

Supervisors and operators have special responsibilities for ensuring these carts/vehicles are operated in a safe manner and maintained in accordance with the manufacturer’s specifications.

3.4.2.3 Department Responsibilities

The departments assigned golf carts and/or utility vehicles are responsible for:

- All repairs and maintenance costs
- All preventative maintenance and repair records for their carts/vehicles
- Keeping all original equipment and safety features in good working order

3.4.2.4 Supervisor Responsibilities

Supervisors are responsible for:

- Ensuring that employee drivers and students are properly licensed and that they have completed the required safety training prior to operating a golf cart/utility vehicle
- Ensuring that a training verification form has been signed by the employee and a copy sent to the Office of Risk Management
- Ensuring that operators review the manufacturer’s manual

- Taking timely action to correct operator misuse of a golf cart/utility vehicle
- Ensuring that all equipment on the golf cart/utility vehicle is working properly and that the cart/utility vehicle is taken out of service when there are deficiencies that could contribute to an unsafe condition

3.4.2.5 Authorized Operator Responsibilities

Operators are responsible for:

1. Inspecting the golf cart/utility vehicle before operation and documenting any deficiencies
2. Completing Golf Cart/Utility Vehicle safety training prior to operating a cart/utility vehicle
3. Signing a Golf Cart/Utility Vehicle Training Verification Form and returning it to his/her supervisor
4. Operating the cart/vehicle in a safe manner
5. Reporting accidents to his/her immediate supervisor and Campus Safety

3.4.2.6 Safe Operating Procedures

1. An operator should conduct a safety check on the cart/utility vehicle prior to operation.
2. Operators are to use extreme caution at all times.
3. Golf carts should be operated on campus roadways. Sidewalks should be used only where roadways and/or parking lots are not available, and then only to the nearest adjacent street or parking lot.
4. When approaching a blind corner, such as a building or wall, slow down and use caution.
5. Golf carts can turn corners very sharply, go slow and keep all four wheels on the ground.
6. Operators are responsible for ignition keys for the period of time in which they are using the vehicle. **Keys shall not be left in golf carts/utility vehicles.**
7. In the State of Florida, pedestrians always have the right of way. Operators will permit this right of way.
8. Never back up without making sure there is no person or obstructions behind the cart
9. Never shift gears while the vehicle is in motion
10. The parking brake must be set when not in transit.
11. Use of cell phones and pagers are prohibited while driving a cart/utility vehicle. Operator must pull over and stop to make or receive calls.
12. Operators must account for conditions that may make driving surfaces slippery.
13. Golf carts/utility vehicles shall not block exits, entrances, stairs, sidewalks, fire hydrants, fire lanes or handicap ramps.
14. **Do not carry more passengers than the golf cart/utility vehicle is designed to hold.**
Do not permit passengers to ride in the bed of a golf cart/utility vehicle.
15. Occupants are to remain seated until the golf cart/utility vehicle comes to a complete stop, no jumping on or off a moving cart is allowed.
16. Operators and passengers must keep their bodies inside the cab of the golf cart/utility vehicle (except when using hand signals).
17. Do not overload the golf cart/utility vehicle by exceeding the recommended carrying or load capacity.

18. Loads shall not extend more than one foot from either side or front of the vehicle. Loads that extend more than three feet from the rear of the golf cart/utility vehicle must be flagged.
19. A golf cart/utility vehicle should be operated on campus at a speed equivalent to a well-paced walk and should not exceed 15 mph. Reduce speed to compensate for inclines, pedestrians, and weather conditions.
20. Golf cart operators shall possess a valid driver's license and observe all Florida vehicle traffic laws such as lane travel, stop signs, legal passing of other vehicles, etc.

3.4.2.7 Pedestrian Considerations

1. The golf cart/utility vehicle must come to a complete stop before proceeding through intersecting sidewalks or other areas that have blind spots.
2. Operators must yield to pedestrians at all times.
3. Operators must account for the fact that a pedestrian may be physically impaired (unable to move quickly) or unable to hear or see the golf cart/utility vehicle.
4. Operators must reduce speed in heavy pedestrian traffic or stop until the traffic has lessened.
5. Operators must never attempt to get pedestrians out of their way by intimidating them.
6. Whenever an operator feels he/she cannot predict the actions of a pedestrian or other vehicle operator, he/she must come to a complete stop.

3.4.2.8 Enforcement

All operators will be expected to perform their job in conformance with safe operating procedures. Violations of safe operating procedures will be treated under the University's existing disciplinary procedures. The privilege of operating a golf cart/utility vehicle may be revoked at any time. Violations of this policy involving Saint Leo University Campus Safety and Security will be immediately addressed with the operator and his/her supervisor.

3.5 Personnel Records

3.5.1 *Personal Data, Records, and Changes*

The University complies with all laws that govern personnel records, their review, and their dissemination. Official personnel records of staff are maintained in Human Resource. Only information relevant to University personnel decisions or necessary to meet legal requirements is kept. Only authorized personnel may handle confidential personal data. All medical records, including any genetic information, are kept separate from personnel records and are treated as confidential.

Employees may review their personnel file at reasonable intervals by making an appointment with Human Resources.

3.5.2 *Personal Data Accuracy Statement*

Every employee is responsible for providing current information regarding name, address, telephone number, marital status and/or information regarding dependents and beneficiaries for group insurance purposes. All changes must be submitted to Human Resources. The University relies upon the accuracy of information contained in the employment application, as well as the

accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

3.5.3 Faculty Personnel Records

In addition to the above policies, faculty personnel records are governed by the provisions of Article 5 of the Faculty Collective Bargaining Agreement (Volume IV-A, Subsection 4A.1.1.5).

3.6 Employee Holiday, Vacation, Leave, and Benefit Policies

Eligible employees at the University are provided a wide range of benefits. A number of the programs (such as Social Security, worker's compensation, disability, and unemployment insurance) cover all employees in the manner prescribed by law.

3.6.1 Holiday Policy

Saint Leo University, recognizing the value of time off for employees to celebrate religious and national holidays, grants holiday pay to employees. Holiday pay for any scheduled holiday is equal to an employee's regular compensation and the number of hours the employee is normally scheduled to work. Employees may request holiday leave for other religious observances that are not part of the Holiday Schedule.

Scheduled Holidays are determined on an annual basis and approved by the President. Additional holidays may be scheduled at the discretion of the President.

The current Holiday Schedule is posted annually in Data Mart. When a holiday falls on a weekend, another day may be scheduled.

Employees who work at facilities with holiday schedules that are different than the published Holiday Schedule will only receive holiday pay compensation for those days granted by the University. All other time will be reported as vacation leave. If a holiday falls on a full time employee's regularly scheduled day off, the employee will normally receive the next workday off. If departmental needs preclude allowing the next work day to be the employee's "holiday", then the employee shall receive another day off within 30 days following the scheduled holiday.

3.6.1.1 Holidays for Three-Quarter Time Employees

Three-Quarter time employees filling a 12-month regular employment position will receive $\frac{3}{4}$ time for holidays.

3.6.1.2 Nine (9) and Ten (10) Month Full-Time Employees

Nine (9) and Ten (10) Month regular full-time employees are eligible for Holiday pay for those holidays that fall within their regularly scheduled nine or ten month work schedule.

3.6.1.3 Holidays for Part-Time Employees

Part-time employees are not eligible for holiday pay.

3.6.1.4 Nonscheduled Religious Holidays

Employees may request time off for religious observances that are not part of the published Holiday Schedule. Employees shall provide supervisors with adequate notice regarding the need for time off for these religious holidays. Employees may use paid leave for a nonscheduled religious holiday; or, the employee may be permitted to work outside of the employee's regularly scheduled hours to make up for the time off.

3.6.1.5 Scheduled to Work

Many departments do not close on scheduled holidays and consequently not all employees can be off on the same day. In these departments, the supervisor will schedule holidays equitably consistent with department needs.

Exempt employees who work on a scheduled holiday are not entitled to additional compensation but should be provided time off when the work load permits for the hours worked up to 8 hours.

Non-exempt employees who work on a holiday are paid at their regular hourly rate for the hours worked, and may be given another day off from work with pay, which must be used within the following 30 day period.

At the department's discretion, exempt or non-exempt employees may be paid straight time for the holiday hours worked up to eight hours in lieu of another day off.

3.6.1.6 Responsibility

Each department must inform its employees about the department's holiday schedule and holiday leave policy.

3.6.1.7 Resource

Contact Human Resources with questions or if additional information about this policy is needed.

3.6.2 *Vacation Policy*

The University recognizes the importance and value of vacation leave so that employees may have paid time away from work for a variety of reasons. Accordingly, Saint Leo University grants to eligible administrative and staff employees vacation leave for rest and recreation; personal reasons; health maintenance; illness, injury or disability; family and medical leave; religious observances; or emergencies.

3.6.2.1 Eligibility

Vacation leave is available to all administrative and staff employees who are regularly scheduled to work at least 30 hours each week. Refer to the Vacation Leave Schedules in the chart below to determine individual accrual rates.

3.6.2.2 Accrual and Accrual Rate

All eligible administrative and staff employees accrue vacation leave according to the designated leave schedule based on position and length of service. Vacation Leave begins accruing in the first full month following the completion of 90 days of employment.

Paid leave is accrued on a semi-monthly basis on the 15th and the last day of each month for all staff.

3.6.2.3 Paid Leave Accrual Schedule

	Semi-Monthly Accrual (hours)	First Year Accrual	Sixth Year Accrual	Eleventh Year Accrual
Full-time Regular Employees				
Senior Executive	6.75	4 weeks/160 hours	No Change	No Change
Senior Professional	6.75	4 weeks/160 hours	No Change	No Change
Professional	5.0	3 weeks/120 hours	6.75 (4weeks/160 hours)	No Change
Staff	3.5	2 weeks/80 hours	5.0 (3 weeks 120/hours)	6.75 (4 weeks/160 hours)
Three Quarter Time (30 house/week) Regular Employees				
Professional	3.75	3 weeks/90 hours	5.0 (4 weeks/120 hours)	No Change
Staff	2.75	2 weeks/66 hours	3.75 (3 weeks/90 hours)	5.0 (4 weeks/120 hours)
Term Full-time Regular Employees				
10-Month Full-time		40 (1 week)	No Change	No Change

*10-Month-Full-Time employees are provided an annual leave of allowance of 40 hours for the 10-Month Full-time term. Leave must be used during the 10 month employment period and will not carry forward from year-to-year. Use of leave shall be reported in accordance with the guidelines as set forth below.

Employees not covered by one of the schedules above are not eligible for vacation leave.

3.6.2.4 Grandfather Clause

The Vacation Leave schedule represents a change from prior practice. Employees hired prior to May 1, 2002, will continue to accrue vacation leave at their current rates and classification.

3.6.2.5 Use of Vacation Leave

3.6.2.5.1 *Scheduled Vacation Leave*

Vacation leave is paid leave and must be requested and approved in advance. Supervisors must schedule paid leave according to the operating requirements of the department, with attention to length of service and other relevant factors and when possible, to accommodate the employee's request. Vacation leave may not be used in advance.

3.6.2.5.2 *Leave for Religious Observances*

Employees may request the use of vacation leave for religious observances that are not part of the holiday schedule. Vacation leave for religious observances is paid leave and must be requested in writing and approved in advance. Employees shall provide managers with adequate notice of such a request.

3.6.2.5.3 *Unscheduled Leave*

Unscheduled leave is not approved in advance and is normally for a short period of time. For example, unexpected illness, or a personal emergency would require use of unscheduled paid leave. To qualify for unscheduled paid leave, an employee must follow the department's established call-in procedure. If an employee fails to follow the established procedure, the absence is treated as unauthorized and unpaid leave.

Managers will monitor unscheduled leave use to identify possible abuse of leave. Abusive use of unscheduled leave may result in corrective action.

3.6.2.5.4 *Monitoring Leave*

In order to meet the business needs of the department, managers may establish more specific regulations related to paid leave usage.

Employees may be required to present documentation for certain absences.

1. If the employee uses more than three, consecutive days of leave related to medical reasons; the employee may be required to present a physician's certificate.
2. If a supervisor identifies a pattern of leave use related to medical reasons, a physician's certificate may be required for absences of less than three days.
3. When a physician's certificate is required and the employee fails to provide the certificate, the employee will not be paid for leave or may be subject to further discipline.
4. Appropriate documentation for absences due to other reasons may also be required.
5. Availability of leave does not justify excessive absence.

3.6.2.5.5 *Vacation Leave Accrual*

Vacation leave is calculated according to the employee's base rate and is exclusive of overtime premiums.

3.6.2.5.6 *Maximum Leave Accrual*

The maximum accrual that may be carried over as of July 1st of each year is 264 hours. Any accrued vacation leave over 264 hours as of June 30th of each year will be lost.

3.6.2.5.7 *Restrictions*

1. Vacation leave will not accrue during any month for which an employee is not paid.
2. Vacation leave will not be paid in advance of accrual.
3. Vacation leave will be applied against accruals current with the time period that the leave was taken.
4. Vacation leave will not be allowed to fall into a negative balance. Time off outside of available accrued balances will be considered Leave without Pay.
5. Vacation leave will accrue when an employee is receiving University Short-Term Disability in accordance with Family and Medical Leave Act policy (see paragraph 3.6.6.2).
6. Vacation Leave will not accrue when an employee is receiving Long-Term Disability benefits (see paragraph 3.6.5.2).
7. To allow for proper orientation, an employee will not be eligible to begin accruing paid leave until the employee has successfully completed the applicable evaluation period for the position (see paragraph 3.2.1.4).

3.6.2.6 *Payment of Leave*

3.6.2.6.1 *With Regular Earnings*

Vacation leave is paid with the employee's regular earnings. The University will not pay leave in advance.

3.6.2.6.2 *At Termination*

Upon termination of employment, unused accrued vacation leave, up to a maximum of 264 hours, will be paid in a lump sum in the pay period following the employee's last regular pay period.

3.6.2.7 *Responsibility*

Employees are responsible for completing and submitting all leave in accordance with University procedures. Department heads are responsible for ensuring proper administration of paid leave and leave scheduling and the proper reporting and submission of Leave Request Forms to Human Resources.

3.6.2.8 *Resource*

Contact Human Resources with questions or if more information about this policy is needed.

3.6.3 Paid Leave Policies

3.6.3.1 Sick Leave

3.6.3.1.1 Employee Sick Leave

Saint Leo University grants paid sick leave to eligible employees to use for personal illness, health maintenance appointments or personal injury or the personal illness, health maintenance appointments or personal injury of an immediate family member residing in the employee's household. In certain instances, accrued sick leave may also be used to care for an ill or injured family member.

For the purpose of this policy, immediate family is defined as the employee's spouse, parents, legal guardian, children, grandparents, siblings, or any person who stands in the same relationship.

3.6.3.1.1.1 Eligibility

Employees, who have completed the evaluation period, will begin accruing sick leave benefits at the following rates:

1. Full-Time Regular employees: 4 hours per pay period;
2. Three-Quarter Time Regular employees: 3.0 hours per pay period.

Accruals will begin in the first payroll period following the completion of the 90 days of employment. Leave requests/use are submitted on a Leave Request Form to the Human Resources Office. Absences for periods longer than available benefits will be considered leave without pay or unpaid leave.

The maximum accrual for sick leave is 96.0 hours.

3.6.3.1.1.2 Use of Sick Leave

Eligible employees who have retained accrued sick leave hours may use such hours for:

1. Absence due to personal illness, injury, or disability, including:
 - a. Absence covered by the Family and Medical Leave policy (see paragraph 3.5.6.2); and
 - b. Health maintenance.
2. Absence due to the illness, injury or health maintenance of an employee's immediate family member, including absence covered by the Family and Medical Leave policy.
3. The first seven days absence related to a workers' compensation injury.

To use sick leave, an employee must follow the departments' established call-in procedure or scheduling procedure for health maintenance appointments.

Employees out sick may be required by their manager to bring in a doctors note after 3 days of absence upon returning to work. Employees out sick for 5 days *must* bring in doctors note upon returning.

Sick leave may not be used while an employee is on other approved paid leave or on an approved, unpaid leave of absence for education or personal reasons.

Sick leave is not available in advance of when the actual leave time is accrued.

3.6.3.1.1.3 Documentation

Departments will monitor leave records to prevent abuse of the Sick Leave policy.

If the employee uses more than three consecutive days of sick leave, the employee may be required to present a physician's certificate. If a supervisor identifies a pattern of sick leave use, a physician's certificate may be required for absences of less than three days. When a physician's certificate is required and the employee fails to provide the certificate, the employee will not be paid for sick leave.

3.6.3.1.1.4 Transfer, Termination, and Reinstatement

When an employee transfers positions within the organization, all unused sick leave transfers to the new department.

Sick leave is not a termination benefit and no payment for unused sick leave will be made upon termination of employment or retirement.

Following termination, if an employee returns to work within six months to an employment status other than temporary worker, any unused sick leave will be reinstated.

3.6.3.1.1.5 Responsibility

Department heads are responsible for ensuring proper administration of the Sick Leave policy and sick leave scheduling.

Employees are responsible for following established department scheduling and call-in procedures.

Supervisors and employees are responsible for the appropriate use of sick leave and the proper submission of Leave Request Forms in a timely manner.

3.6.3.1.1.6 Resource

Contact Human Resources with questions or if additional information about this policy is needed.

3.6.3.1.2 *Collective Bargaining Unit Faculty Sick Leave*

See Article 15, Section 6 of the Faculty Collective Bargaining Agreement (Volume IV-A, paragraph 4A.1.1.15.6).

3.6.3.1.3 *Collective Bargaining Unit Librarian Sick Leave*

See Article 15, Section 4 of the Faculty Collective Bargaining Agreement (Volume IV-A, paragraph 4A.1.1.15.4).

3.6.3.2 Compassion and Bereavement Leave

Saint Leo University grants paid compassion leave to eligible employees when a death occurs in an employee's immediate family. The University also allows eligible employees to use paid

leave or unpaid leave to attend observances or conduct personal business related to the death of friends or family members who are not in the employee's immediate family.

For the purpose of this policy, immediate family is defined as the employee's spouse, parents, legal guardian, children, grand parents, siblings, or any person who stands in the same relationship. Additionally included are parents, legal guardian, grand parents, and siblings of the employee's spouse.

3.6.3.2.1 Eligibility

All employees who are not currently on any form of unpaid leave are eligible to use compassion leave.

3.6.3.2.2 Notification

An administrative and staff employee must promptly notify the manager regarding the use of compassion leave so that adequate job coverage can be arranged during the employee's absence.

3.6.3.2.3 Length of Leave

Full-time employees are granted up to five working days of compassion leave (paid administrative leave) for a death-related occurrence. Days off may be intermittent or consecutive.

If additional time is required, the employee may use paid leave or request leave without pay subject to the provisions of that policy.

3.6.3.2.3.1 Responsibility

Employees who need to use compassion leave must promptly notify the department and the supervisor about departure and return dates. The department must administer this policy reasonably and equitably.

3.6.3.2.3.2 Resource

Contact Human Resources with questions or if additional information about this policy is needed.

3.6.3.2.4 Faculty Compassion and Bereavement Leave

See Article 15, Section 10 of the Faculty Collective Bargaining Agreement (Volume IV-A, paragraph 4A.1.1.15.10).

3.6.3.3 Domestic Violence Leave

SLU is committed to providing a workplace environment in which domestic violence is not tolerated or excused. The workplace should be a safe environment. This policy is intended to help respond to the needs of employees who are domestic violence victims.

3.6.3.3.1 *Definition of Domestic Violence*

For purposes of this policy, domestic violence is an act, threat, tactic, or statement that results in physical, emotional, sexual, or economic harm and emotional abuse to an employee. Domestic violence is perpetrated by one person against a family or household member with the intent of establishing or maintaining power and control over the victim.

3.6.3.3.2 *Performance Management*

Saint Leo University recognizes that employees who are working through the challenges associated with domestic violence may experience difficulties in carrying out their job duties. Saint Leo University is committed to providing accommodations to employees so that they may satisfactorily fulfill their job duties during these difficulties. This necessitates a partnership between employee, supervisor, and Human Resources that is specific to each employee's situation.

3.6.3.3.3 *Leave Options*

Saint Leo University will make reasonable efforts to help employees experiencing a domestic violence situation who need time off for medical and legal assistance, court appearances, counseling, relocation, or to make other safety-related arrangements. Where employees do not have sufficient paid leave time, other alternatives may exist depending on each employee's particular situation. Utilization of any alternative, such as a leave of absence, necessitates a partnership between employee, supervisor, and Human Resources that is specific to each employee's situation.

3.6.3.3.4 *Confidentiality*

Employees who disclose that they are or have been experiencing a domestic violence situation can expect that their disclosure will be kept confidential. The employee's supervisor and Human Resources are obligated to uphold the employee's right of confidentiality and will not disclose such information to any other parties without written authorization from the employee.

3.6.3.3.5 *Anti-Discrimination*

Saint Leo University will not discriminate against a victim of domestic violence in hiring, staffing, or other terms, conditions, or privileges of employment.

3.6.3.4 *Jury Duty and Court Appearances*

The University grants paid administrative leave when employees are summoned to serve jury duty or appear in court as a state witness (to testify on behalf of the federal, state or local government in a criminal case.) Employees who are summoned to appear in court for other reasons may request to use paid leave or leave without pay.

The University supports employees who are fulfilling their civil and legal obligations as jurors and witnesses.

3.6.3.4.1 Jury Duty

1. Notification: When an employee receives a summons to serve as a juror, the individual shall promptly inform the immediate manager. The employee must provide the supervisor with a copy of the notification.

In some jurisdictions, an employee may be summoned to serve jury duty on a standby or call-in basis. In this situation, the employee is expected to report for work every day that the employee is not needed for jury duty. When an employee on standby is advised to report for jury duty, the employee must notify the supervisor using the notice of absence procedures established in the employee's department.

2. Service as a Juror: When an employee is released by the courts for a half day or more, the employee must notify the supervisor and be prepared to report for work.

During extended periods of jury duty, the employee is expected to stay in contact with the manager on a regular basis, and assist in coordinating work during the employee's absence.

3. Payment: While on approved jury duty, the employee is paid administrative leave at the individual's normal salary rate. In addition to the employee's normal salary, the employee may be required to submit any expense money or compensation paid by the jurisdiction in which the employee is serving on jury duty back to the University.

3.6.3.4.2 Other Court Appearances

1. Notification: When an employee is summoned or subpoenaed to appear in court, the employee must inform the immediate supervisor as soon as possible regarding the anticipated absence from work. A copy of the summons must be provided by the employee to the manager.
2. Payment/Leave: When an employee is summoned or subpoenaed to appear in court as a state witness (to testify on behalf of the federal, state or local government in a criminal case), the employee is paid administrative leave at the individual's normal salary rate.

An employee who receives a summons or a subpoena to appear in court for any other reason may request to use accrued paid leave or leave without pay for the period of time spent in court.

3.6.3.4.3 Responsibility

Employees must promptly notify their supervisors and departments regarding absences related to jury duty or other court appearances. Employees must stay in regular contact with their manager during jury duty assignments and court appearances.

Managers must secure a copy of the summons when an employee is unable to report for work due to jury duty or court appearance.

3.6.3.4.4 Resource

Contact Human Resources with questions or if additional information about this policy is needed.

3.6.3.5 Voting Time

Saint Leo University encourages eligible employees to register and vote in national, state, and local elections. In cases where unusual working hours or distant travel is involved, the University will permit an employee to arrive late or to depart early from work to exercise the right to vote.

3.6.3.5.1 Advance Notice

If an employee is unable to vote before or after work hours due to an extended work schedule, the employee must inform the immediate supervisor and arrange for time off to vote.

3.6.3.5.2 Leave Used

Time off from work for voting must be recorded as administrative leave with pay.

3.6.3.5.3 Responsibility

Each department is responsible for providing time away from work for an employee to vote if the employee's work schedule does not permit sufficient time to vote before or after work.

3.6.3.5.4 Resource

For more information concerning voting time, contact Human Resources.

3.6.4 Leaves of Absence without Pay

3.6.4.1 Leave for Uniformed Services (Military) Duty

Saint Leo University, in compliance with the Uniformed Services Employment and Re-employment Rights Act (USERRA), and other applicable state and local laws, grants leaves of absence for military duty to employees who are members of the uniformed services.

The University encourages individuals to fulfill military obligations by providing equitable treatment to employees who have military obligations.

3.6.4.1.1 Administrative and Staff Employee Military Leave

3.6.4.1.1.1 Leave of Absence for Training in the National Guard or Military Reserves

1. Notification: An administrative or staff employee who has been called for active duty training shall submit an application to the department for a leave of absence before the report for service or training date. Employees who are called upon to perform training (other than initial active duty training for 12 weeks or more) must request leave to be entitled reinstatement. A copy of the military orders shall accompany the application. After receipt, the application will be processed for approval.
2. Compensation: An employee returning from military leave for training will not be compensated during the period of military leave.

During the leave period, the employee is not entitled to receive compensation from the University (including holiday pay), unless the employee has voluntarily elected to use paid leave during the period of military duty. The paid leave amount may not exceed the difference between the employee's military compensation and their normal rate of compensation collectively. The employee will be required to provide documentation verifying military compensation for the periods in order to be provided paid leave supplements.

3. Reinstatement: Reservists and National Guard members returning from initial active duty training for 12 weeks or more must apply for reinstatement within 31 days of release from such duty or of being discharged from hospitalization incident to such duty that does not exceed one year. Those who are returning from all other training must report to work on the first scheduled working day following return from training or hospitalization incident to the training.

Employees (other than temporary employees) who satisfy all legal requirements for reinstatement after the leave will be reinstated.

3.6.4.1.1.2 Leave of Absence for Active Duty from Guard or Reserve Status

1. Notification: An employee who has been called for active duty military service from the National Guard or Reserves shall notify the supervisor and the department head promptly.
2. Compensation: An employee will not be compensated during this leave period.

During the leave period, the employee is not entitled to receive other compensation from the University (including holiday pay).

3. Reemployment Rights after Active Duty: The University will reinstate employees (except those in temporary positions) who satisfactorily complete their military service without reduction in seniority, status, or pay, if all the other conditions required by law are met including a timely application for reinstatement.
4. Retention after Reinstatement: A veteran returning from a call to active duty is protected by federal law against discharge without cause for a period of one year. A Reservist or National Guard member returning from a period of initial active duty for training of not less than 12 weeks has similar statutory protection, but only for six months. There is no comparable period of immunity for Reservists and National Guard members who perform weekly or weekend drills, annual tours of training duty, and other types of military training.

A Reservist or National Guard member cannot be discharged from employment or denied any promotions or other employment benefits or advantages because of any obligations arising out of the employee's service or because of any absence from work that result from such military obligation.

3.6.4.1.1.3 Leave of Absence for Other Military Service

Military leave will also be provided for other types of military service in accordance with federal or other applicable law. Employees on such leave will be reinstated if all legal requirements are met.

3.6.4.1.1.4 Responsibility

Employees called to military service or training are responsible for providing all requested documentation in a timely manner.

The department will process each request in a timely manner and must comply with all federal reemployment rights.

3.6.4.1.1.5 Resource

All questions about leaves of absence for military duty and related reemployment rights shall be directed to Human Resources.

3.6.4.1.2 *Faculty Military Leave*

See Article 15, Section 7 of the Faculty Collective Bargaining Agreement (Volume IV-A, paragraph 4A.1.1.15.70).

3.6.4.2 Leave without Pay

3.6.4.2.1 *Administrative and Staff Employees Leave without Pay*

The University may provide leave without pay under certain circumstances and at the discretion of the supervisor or department head. Reasons for leave may include but are not limited to education pursuits, civic activities, or personal situations.

The University recognizes the importance and value of unpaid leave so that employees may have unpaid time away from work for a variety of reasons.

3.6.4.2.1.1 Eligibility

Individuals who have been employed by the University as a full-time employee for at least 24 months are eligible to request an unpaid leave of absence. All unpaid leave is granted at the discretion of the supervisor or department head.

3.6.4.2.1.2 Leave Reasons and Length

Except in unusual circumstances, leaves of absence are granted for 7 to 120 calendar days for personal reasons; or for 7 to 270 calendar days (or one academic year) for educational reasons.

Usually, leaves of absence may be granted for:

1. Education Pursuits: To continue full time undergraduate or graduate studies at an accredited college or university;
2. Public Service: To participate in a civic, community, or governmental program on a full-time basis;
3. Personal Emergencies: To take care of matters such as serious personal or family problems; or
4. Personal Convenience: To take an extended trip or to participate in cultural or athletic events.

A request for unpaid leave that qualifies under the Family and Medical Leave Policy (see paragraph 3.5.6.2) will be governed by the terms of that policy.

3.6.4.2.1.3 Return to Work Following Leave

Failure to return to work immediately after an unpaid leave will result in termination of employment.

An employee returning from an approved leave is returned to the same position if the leave is 30 calendar days or less. If the leave is longer than 30 calendar days, the employee may be returned to a comparable paid position within the University. If circumstances prevent the department from returning the employee, the employee will be notified.

3.6.4.2.1.4 Benefits While on Leave

Individuals who wish to continue benefit coverage while on leave without pay must continue their benefits under COBRA (see paragraph 3.5.6.1) and will be responsible for paying the entire (employee and the employer share) cost of health, dental and other insured benefits.

Individuals do not accrue paid leave during periods of unpaid leave lasting longer than one pay period nor are they eligible for increases during the leave period.

3.6.4.2.1.5 Responsibility

Managers are responsible for administration of leave without pay and filing the proper documentation with Human Resources prior to the employee's departure and upon the employee's return to work at the end of the leave period. Decisions about granting unpaid leave may be based on the work needs of the department balanced against the needs of the employee.

Employees on leave without pay are responsible for returning from leave on the date agreed upon with the supervisor. Failure to return from an unpaid leave on the agreed upon date may result in termination of employment.

3.6.4.2.1.6 Resource

Contact Human Resources with questions or if additional information about this policy is needed.

3.6.4.3 Faculty Leave without Pay

See Article 15, Section 9 of the Faculty Collective Bargaining Agreement (Volume IV-A, paragraph 4A.1.1.15.9).

3.6.5 Insurance Benefits

3.6.5.1 Health and Life Insurance Benefits

The University offers several employee benefit programs that are not detailed in this volume and that may be changed from time to time. They include insurance benefits such as health care, disability benefits, and life insurance. Please note that carrier and other third party benefits are subject to change pursuant to alterations in the terms of agreement entered into with those

carriers or other third party providers. For details about the University's insurance programs, refer to summary plan descriptions or contact Human Resources. The Human Resources staff can answer specific questions about the University's benefit programs.

3.6.5.2 Short and Long-Term Disability Benefits

3.6.5.2.1 *Administrative and Staff Employee Short and Long-Term Disability Benefits*

The University provides short-and long-term disability benefits for eligible employees. The eligibility terms and conditions of disability benefits are contained in the summary plan descriptions available through Human Resources. Please note that carrier and other third party benefits are subject to change pursuant to alterations in the terms of agreement entered into with those carriers or other third party providers. The period of time an employee is absent and receiving benefits is considered short-and/or long-term disability leave.

Short-and long-term disability benefits are intended to provide continuation of income for periods of time an employee is medically disabled and unable to work.

3.6.5.2.1.1 Application for Benefits

Employees must contact Human Resources to apply for short-and/or long-term disability benefits. There is a separate application process for short-term and long-term disability benefits.

3.6.5.2.1.2 Eligibility for Coverage- Short and Long Term Disability

An employee must meet the grace period requirement of one full year of continuous employment in order to be eligible for short term or long term disability coverage.

3.6.5.2.1.3 Notification to Department

An employee must notify the department when applying for short-and/or long-term disability benefits. Human Resources will inform the employee and the department when an application for benefits has been approved. In addition, Human Resources will inform the employee's department when the benefit has expired.

3.6.5.2.1.4 Waiting Period-Short Term Disability

A fourteen day grace period is required to be met prior to receipt of benefits under the short-term disability program. An employee is eligible to use accrued paid leave hours during the waiting period for short-term disability benefits. If an employee does not have sufficient accrued leave, then the waiting period will be Leave without Pay or unpaid leave. An employee is also eligible to use accrued leave benefits upon the expiration of short-term disability benefits while waiting for a determination on an application for long-term disability benefits.

3.6.5.2.1.5 Coordination with Family and Medical Leave

1. An eligible employee who is medically disabled and unable to work will be required to apply for the medical leave under the Family and Medical Leave Policy (see paragraph 3.5.6.2) and

apply for disability benefits. Approval of a medical leave does not guarantee that disability benefits will be paid.

2. Leave covered by short-or long-term disability benefits that also qualifies as medical leave under the Family and Medical Leave Policy: The time is counted against the employee's 12-week leave entitlement for Family and Medical Leave.

3.6.5.2.1.6 Resignation of Employment during Short Term Disability

An employee who intends to resign during or after a short-term disability leave shall promptly inform an immediate supervisor or the Director of Human Resources of the employee's intent to not return. This notice allows for proper staffing. Employees who provide notice of intent not to return at the completion of a short term disability period will continue to be eligible to receive previously approved short term disability benefits for the approved short term disability period.

3.6.5.2.1.7 Termination of Employment

An employee who is covered by short-disability benefits may be terminated if the employee fails to return from leave at the end of the approved leave period. All employees, who are approved for long-term disability, will be terminated from employment at the beginning of the long-term disability period. Reasonable accommodations to enable the employee to return to work within a year will be considered when relevant. Any termination decision must be in accordance with any applicable federal, state, and local law.

An employee who is in the evaluation period may be terminated at any time in accordance with the Evaluation Period Policy (see paragraph 3.2.1.4).

Termination of employment will result in the termination of short-term disability benefits. Termination of employment, in itself, will not result in the termination of long-term disability benefits.

3.6.5.2.1.8 Responsibility

It is the responsibility of an employee to follow the application and notification procedures outlined in this policy. It is the responsibility of a supervisor to inform Human Resources that an employee may be eligible for disability benefits in the event of the employee's disability.

3.6.5.2.1.9 Resource

Questions concerning short-and/or long-term disability benefits, as well as the application of this policy, should be directed to Human Resources.

3.6.5.2.2 *Faculty Short and Long-Term Disability Benefits*

See Article 15, Section 8 of the Faculty Collective Bargaining Agreement (Volume IV-A, paragraph 4A.1.1.15.8).

3.6.6 Legislated Benefits

3.6.6.1 Continuation Coverage Rights

The University complies with the Consolidated Omnibus Budget Act (COBRA) and the Health Insurance Portability and Accountability Act (HIPAA). These laws insure that employees are given an opportunity to continue medical and dental insurance coverage under group plans when certain qualifying events occur. The employee (or eligible dependent) is responsible for the entire premium cost, plus a 2% administrative fee. The qualifying events are termination of employment for any reason except gross misconduct; loss of eligibility due to reduction in work hours; death of employee; divorce or legal separation; or dependent child ceasing to be dependent because of age or loss of full-time student status.

Employees should consult with Human Resources for further details regarding their rights and obligations.

3.6.6.2 Family and Medical Leave (rev 01/09)

Saint Leo University provides family and medical leave to eligible employees according to the Family and Medical Leave Act of 1993 and its subsequent amendments. The University also recognizes the Family and Medical Leave laws of any local jurisdiction covering University employees. Applicable federal, state, or local law will be applied.

3.6.6.2.1 Administrative and Staff Employee Family and Medical Leave

3.6.6.2.1.1 Definitions

For definitions related to this policy, please review the definitions portions of FMLA at <http://www.dol.gov/esa/whd/regs/statutes/fmla.htm>.

3.6.6.2.1.2 Eligibility

An employee is eligible for family and medical leave after completing one year of employment without a break in service except for holidays or other paid leave. The employee must have worked at least 1,250 hours during the 12 months preceding the request for family or medical leave.

3.6.6.2.1.3 Federal Family and Medical Leave Law

The federal Family and Medical Leave Act provides eligible employees entitlement to a total of 12 work weeks of family and medical leave combined during any 12-month period when leave is taken for one or more of the following reasons:

1. The birth of a son or daughter of an employee and to care for the child. (Entitlement expires 12 months after birth.)
2. The placement of a son or daughter with an employee for adoption or foster care. (Entitlement expires 12 months after placement.)
3. To care for the spouse, son, daughter, or parent of an employee, if the family member has a serious health condition.

4. An employee is unable to perform the functions of the employee's position because of the employee's own serious health condition.
5. Employees may use federal family and medical leave to care for a seriously ill family member or because of the employee's own serious health condition whenever medically necessary.
6. Leave may be used on an intermittent or a reduced leave schedule if certified as medically necessary by the attending health care provider. If the employee is performing light duty hours, those hours are not considered part of the employee's leave.

3.6.6.2.1.4 Military Caregiver Leave

Eligible employees who are family members of covered service members will be able to take up to 26 workweeks of leave in a single 12 month period to provide care for a covered service member with a serious illness or injury received in the line of duty on active duty.

3.6.6.2.1.5 Qualifying Exigency Leave

Eligible employees with family members in the National Guard and Reserves may take time under FMLA for any qualifying exigency arising out of the fact that the covered military member is on active duty or called to active duty status in support of contingency operation. Qualifying leave is as follows:

1. short-notice deployment
2. military events and related activities
3. childcare and school activities
4. financial and legal arrangements
5. counseling
6. rest and recuperations
7. post-deployment activities
8. additional activities not encompassed in the other categories but agreed on by the employee and Saint Leo University.

3.6.6.2.1.6 Substitution of Paid Leave

All family and medical leave (federal, state, or local) is unpaid, although an employee may also be eligible for paid vacation leave (see paragraph 3.6.2), paid sick leave (see paragraph 3.6.3.1), may apply for short- and/or long-term disability benefits (see paragraph 3.5.5.2), or may be eligible for workers' compensation benefits (see paragraph 3.5.6.5). The University requires employees to take any accrued paid leave concurrently with any FMLA leave.

3.6.6.2.1.7 Calculation of the Leave Period

The leave period begins on the first work day of the employee's first qualifying leave within the past 12-month period, as applicable.

3.6.6.2.1.8 Continuation of Benefits

During an approved family/medical leave, the University will maintain the employee's health and other insurance benefits as if the employee continued to be actively employed. Employees on paid leave will continue to have the contributory portion of the premium deducted from the paycheck. If the employee is on unpaid leave, the employee is responsible for paying the employee contribution directly to Human Resources for the remainder of the leave period.

If the employee elects not to return to work at the end of a leave that is covered under the Federal Family and Medical Leave Act only, the employee will be required to reimburse the University for the cost of the premiums paid by the University for maintaining coverage during the leave; however, this payment will be waived if the employee cannot return to work because of a serious health condition or other circumstances beyond the individual's control.

An employee on family/medical leave is not eligible for COBRA coverage during the leave. If the employee does not return from the leave and terminates employment, the employee is eligible for COBRA coverage on the last day of FMLA leave or when the employee fails to return to work.

3.6.6.2.1.9 Notice of Leave

If the need for family/medical leave is foreseeable, the employee must give the University 30 day's prior written notice. Where the need for leave is not foreseeable, the employee must notify the supervisor within 72 hours. The employee must notify the University of unexpected leave must follow the University's typical call-in procedure.

3.6.6.2.1.10 Medical Certification/Military Family Certification

When an employee requests family/medical leave because of the employee's own serious health condition, or the serious health condition of a covered relative, the employee must provide appropriate medical certification (as requested by the University) in a timely manner. Failure to timely provide satisfactory medical certification will result in denial of leave until appropriate medical certification is provided. The University will notify the employee of an incomplete or insufficient medical certification in writing. The employee then has seven (7) days to remedy the deficiency.

When leave is foreseeable and the employee provides the University with at least 30 days' notice, medical certification should be submitted prior to the commencement of the leave. When this is not possible, the employee must provide medical certification within 15 days of the University's request. When the employee provides the University with less than 30 days' notice, medical certification must be submitted within 15 days of the University's request.

When an employee requests military family leave, the employee must provide certification to the Human Resources.

The University may request a new medical certification each leave year for medical conditions that last longer than one year and may request certification of an ongoing condition every six months in conjunction with an absence.

3.6.6.2.1.11 Additional Documentation

Second or third medical opinions and periodic recertification at the University's expense may also be required.

3.6.6.2.1.12 Returning from Leave

An employee returning from a medical leave due to the employee's own serious health condition must supply satisfactory medical certification from the health care provider addressing the employee's ability to perform the essential functions of his or her job or, where safety is a concern, the University may require "fitness for duty" certification before an employee may return to work when the employee has taken intermittent leave. The documentation must be provided to Human Resources prior to or on the first day returning to work before reporting to their work area.

An employee returning from an approved family/medical leave will be restored to the same position that the employee held when the leave started, or to an equivalent position, with equivalent benefits, pay and other terms and conditions of employment.

An employee who exceeds the 12-week FMLA entitlement may be subject to termination of employment.

The duration of leave, availability of benefits, opportunity for job restoration, and other rights and privileges associated with FMLA leave are limited by the requirements of applicable state and federal law. No express or implied contractual rights should be inferred from this policy. The University reserves the right to modify this or any other policy as necessary, in its sole discretion.

3.6.6.2.1.13 Outside Employment during FMLA

Outside employment during approved FMLA leave is strictly prohibited and is subject to disciplinary action up to and including termination of employment.

3.6.6.2.1.14 Responsibility

Managers are responsible for notifying Human Resources when a request for leave is made to determine if such leave is covered by this policy and if so, Human Resources will promptly inform the employee.

In addition, managers are responsible generally for complying with the terms and conditions of this policy and the applicable federal, state, and local laws.

Employees shall inform supervisors whenever their need for leave may be covered by the Family and Medical Leave Act or other local jurisdiction's laws.

3.6.6.2.1.15 Resource

Contact Human Resources with questions or if additional information about this policy is needed.

3.6.6.2.2 *Faculty Family and Medical Leave*

See Article 15, Section 8 of the Faculty Collective Bargaining Agreement (Volume IV-A, paragraph 4A.1.1.15.8).

3.6.6.3 *Social Security and Medicare*

The University pays Social Security taxes on the employee's earnings. Each employee also pays a social security tax, which is withheld from the employee's paycheck. These taxes contribute to the employee's Social Security benefit at retirement or upon total disability.

3.6.6.4 *Unemployment Compensation*

Employees are covered by Unemployment Insurance. This is a State insurance which provides monetary benefits for a defined period of time for those who are unemployed generally through no fault or choice of their own. Decisions regarding eligibility and amount of benefits are made by the State of Florida.

3.6.6.5 *Workers' Compensation*

Employees of Saint Leo University may be eligible for coverage of medical expenses and loss of income resulting from work-related accidents.

The University strives to provide a safe work environment for all employees. In the event of a work-related accident or occupational disease, employees may be eligible for coverage of medical expenses and loss of income in accordance with the Worker's Compensation Act of the jurisdiction in which they work.

3.6.6.5.1 *Notification*

An employee shall immediately notify an immediate supervisor of a work-related accident. The supervisor shall immediately notify Human Resources.

The employee must visit an approved workers' compensation medical provider within three days of the accident to complete a report of the injury. If the employee is located at an off-campus site, the supervisor shall contact Human Resources or the Workers' Compensation Carrier at the number listed on the required posting on the employee bulletin board.

3.6.6.5.2 *Medical Treatment*

If the nature of the injury is serious or causes severe bleeding, the employee shall report or be transported to the closest medical facility emergency room or to the nearest hospital emergency room, for treatment.

If the injury is minor, the employee shall contact the workers' compensation provider for a referral to a medical facility. If the workers' compensation medical facility is closed, the employee shall report or be transported to the emergency room or the hospital.

The emergency room shall be informed that this is a worker's compensation claim.

3.6.6.5.3 *Absence from Work*

An employee who is unable to work must keep an immediate supervisor informed of the employee's status. An employee must be cleared through the workers' compensation assigned physician prior to returning to work if they have been absent for more than five consecutive days.

3.6.6.5.4 *Continuation of Salary and Benefits*

An employee who is unable to work will receive two-thirds of average weekly pay up to a maximum benefit established by law. The first seven (7) calendar days (in Texas, compensation must begin promptly) of an absence will not be paid by worker's compensation unless total lost time for a specific injury exceeds 21 days (14 days in South Carolina; seven days in Texas). If an employee wishes to continue income during this initial period, the employee may use accrued leave. If the employee is subsequently paid for these days by the worker's compensation insurance carrier, the employee will be restored the leave charged and will pay back the difference between the amount of the worker's compensation payment and the normal salary.

Paid leave and retirement credits will continue to accrue while an employee is absent from work until the employee returns to work or is terminated. The employee is not eligible for holiday pay.

3.6.6.5.5 *Coordination with Family and Medical Leave Policy*

An employee who is absent from work and is receiving worker's compensation benefits shall also be placed on medical leave under the Family and Medical Leave policy. Leave that qualifies as worker's compensation benefits that also qualifies as medical leave under the Family and Medical Leave Policy (see paragraph 3.5.6.2) is counted against the employee's Family and Medical Leave entitlement. Approval of medical leave does not guarantee that worker's compensation benefits will be paid.

3.6.6.5.6 *Termination of Administrative and Staff Employment*

An employee covered by worker's compensation may be terminated if the employee has been absent from the job for a period of one year.

Reasonable accommodation to enable the employee to return to work within a year will be considered when relevant. Change in employment status or termination of an employee receiving worker's compensation must be reviewed with the appropriate Office of Human Resources. Any termination decision must be in accordance with applicable federal, state or local law.

3.6.6.5.7 *Responsibility*

It is the responsibility of each employee to report any injury on the job or occupational disease to an immediate supervisor. If the employee is unable to work, the employee must follow all the reporting provisions of the policy and keep the supervisor informed of the individual's status. It is the responsibility of the supervisor to ensure that each injury or occupational disease is reported to Human Resources.

3.6.6.5.8 Resource

Questions concerning reporting of injuries or length of an employee's absence should be directed to Human Resources. Questions concerning payment of a claim should be directed to Human Resources. Questions concerning termination of employment or other change in an employee's status should be directed to Human Resources. Issues surrounding unsafe working conditions should be directed to the Safety Officer in the Vice President of Business Affairs Office.

3.6.7 Additional University Benefits

3.6.7.1 Employee Assistance Program

Saint Leo University is sincerely interested in the well being of all its employees. As a result, Saint Leo University has established a program to assist employees who may have personal problems that would benefit from professional attention. Personal problems that the Employee Assistance Program deals with include but are not limited to marital or family difficulties, financial concerns, alcohol or drug use, and emotional or medical conditions.

3.6.7.1.1 Referral

The Employee Assistance Program is designed to assist employees who may be experiencing personal problems. Employee Assistance Program services include screening of employees, referrals to potential sources of treatment, or, in some cases, direct counseling.

Employees may be referred to the program by a supervisor or may directly contact an Employee Assistance Program counselor for an appointment. Use of the Employee Assistance Program is voluntary.

A supervisor will refer an employee to the Employee Assistance Program when there is a decline in job performance or a specific on-the-job incident the supervisor believes may indicate a personal problem. Depending on the nature of the suspected problem, the supervisor may:

1. Contact the Employee Assistance Program counselor and make an appointment for the employee; or
2. Suggest that the employee contact the Employee Assistance Program counselor.
3. Supervisors may also contact the Employee Assistance Program counselor for advice in handling employee referrals.
4. If the supervisor believes the employee may have a disability that may need reasonable accommodation, the supervisor shall contact Human Resources.

3.6.7.1.2 Corrective Action

The appropriate corrective action for a performance, time and attendance, or conduct problem will, except in unusual circumstances, be imposed whether or not the employee is referred to the Employee Assistance Program. However, if the referral is related to a corrective action situation, the supervisor shall document that the employee was offered assistance through referral to the Employee Assistance Program. Refusal to accept a referral or to participate in the Employee Assistance Program is not a basis for corrective or other adverse action.

If the employee accepts the referral, the Employee Assistance Program counselor will advise the supervisor whether the employee:

1. Keeps the appointment,
2. Will need time away from work (and provide the expected date of return).

Whether or not an employee accepts a referral to the Employee Assistance Program, if the individual's job performance, time and attendance or behavior does not improve, the supervisor shall consult with Human Resources. Based on the performance, conduct or time and attendance, the supervisor may take further corrective action, if warranted.

3.6.7.1.3 Time Off for Participation

Employees who are referred to the Employee Assistance Program by a supervisor will be granted release time to attend one or more initial assessment appointments with an Employee Assistance Program counselor.

Employees who contact the Employee Assistance Program directly must arrange release time, leave, or administrative leave. Employees may also schedule appointments outside of normal work hours. Except for initial assessments, employees participating in the Employee Assistance Program must arrange time off from work according to Saint Leo University's leave policies.

3.6.7.1.4 Costs

There is no charge to the employee for the assessment and referral services provided by an Employee Assistance Program counselor. If the employee is referred to other services by the Employee Assistance Program, the cost will be paid by the employee (unless covered by health insurance).

3.6.7.1.5 Confidentiality

Records kept by Employee Assistance Program counselors will not become part of an employee's permanent personnel file.

The Employee Assistance Program will obtain written approval from the employee before making a referral that identifies the individual and the nature of the health or personal issues. The Employee Assistance Program counselor may contact the appropriate University official if the counselor is aware that:

1. The employee has committed an illegal act; and/or
2. The employee's problem is serious and could jeopardize the health and safety of the employee, coworkers, students, or others, or could seriously jeopardize University operations.

3.6.7.1.6 Responsibility

Supervisors are responsible for identifying and referring employees with apparent health or personal issues that affect job performance.

3.6.7.1.7 Resource

For more information, contact Human Resources for assistance.

3.6.7.2 Moving Expenses

The University, at its discretion, will pay for certain costs directly related to relocation when providing a moving allowance is necessary for an individual to accept employment with the University.

Moving expense reimbursements are subject to the terms consistent with the provisions outlined in this policy. Payment of qualified moving expenses, as defined by the IRS, Publication 521, will be limited to no more than 10% of the employee's annual base pay.

If a moving expense allowance is not contained in the employment offer letter, a letter of justification and approval must be obtained from the responsible Vice President.

Expenses and allowances as provided in this policy shall not be allowed unless and until the employee agrees in writing to remain in the service of the institution for a period of twelve (12) months following the effective date of the move unless the employee is separated for reasons beyond the employee's control and such circumstances are acceptable to the University.

Non-taxable, qualified moving expense reimbursements will not be included as taxable wages, but will be included on the employee's W-2 in box 13. The University is not required to report any qualified moving expenses paid directly to a third party (i.e. van lines).

Moving expenses can be paid by either of two methods:

1. Direct payment to vendor (preferred method) and not to exceed the approved amount.
2. Reimbursement directly to the new employee (receipts documenting moving expenses must be attached to the expense reimbursement form to qualify as a non-taxable reimbursement. Otherwise, the reimbursement amount is taxable to the employee and subject to immediate tax withholding and Form W-2 reporting).

3.6.7.2.1 Eligible Moving Expenses

Expenses associated with the transportation of household goods and personal effects from prior residence to a new residence are eligible as moving expenses, including costs of packing, shipping, and unloading. Note that special, optional, "unpacking services" offered by some moving companies do not qualify as reimbursable expenses. Storage of household goods for the first 30 days only is a qualified reimbursable expense.

3.6.7.2.2 Eligible Travel Expenses

Expenses of traveling from the former residence to the first new place of residence are reimbursable as moving expenses. The actual costs of transportation and lodging for employee and immediate family members residing in the household incurred in route are eligible. Mileage reimbursements will be made based on the IRS guidelines.

Helpful Hints for the New Employee in determining qualified moving expenses:

1. Meals are always taxable and not qualified;
2. House hunting expenses are always taxable and not qualified;

3. Storage of household goods beyond 30 days of move is not qualified;
4. Lodging beyond the first night at destination is not qualified;
5. Temporary living expenses are taxable and not qualified;
6. Tape, boxes, and packaging materials are qualified; and
7. Costs of shipping car and household pets are qualified.

Internal Revenue Service (IRS) guidelines for the actual moving trip for household members are specific to one (one-way) trip per household member, including the employee. The trip must also be taken in the most direct route to qualify for non-taxable, qualified reimbursement.

All moving payments and reimbursements shall be accomplished as soon as possible. All payments or reimbursement must be made within the fiscal year of the date employment begins for new employees.

The University shall assume no liability whatsoever for personal injuries, property damages or other losses which may be sustained in connection with any move undertaken pursuant to these regulations.

3.6.7.3 Retirement Benefits

The University offers several employee benefit programs, including a retirement benefit program, that are not detailed in this volume and that may be changed from time to time. For details about the retirement benefit program, contact Office of Human Resources. The Human Resources staff can answer specific questions about the University's benefit programs.

3.6.7.3.1 Faculty Retirement Funds

See Article 15, Section 5 of Faculty Collective Bargaining Agreement (Volume IV-A, paragraph 4A1.1.15.5).

3.6.7.4 Flexible Spending Account

The University offers several employee benefit programs, including a flexible spending account program, that are not detailed in this volume and that may be changed from time to time. For details about the flexible spending account program, contact Human Resources. The Human Resources staff can answer specific questions about the University's benefit programs.

3.6.7.5 Tuition Remission (rev 02/15/2010)

It is the policy of the University to provide tuition remission benefits to employees and their qualifying dependents where its use would not result in a decrease in revenue to the University. Accordingly, full-time or three-quarter time regular employees are eligible for 100% tuition remission at the undergraduate or graduate level if the employee or qualifying dependents enrollment does not exclude a paying student from taking any course. Tuition remission is not available where it would result in any out-of-pocket costs to the University. Room, board, other non-instructional fees and books, as listed in the University Catalog are excluded from tuition remission. Overseas programs are also excluded, as is, private instruction. Minimum requirements for admittance, satisfactory academic progress, student conduct and financial aid eligibility as determined by the University must be maintained.

Employees may receive Tuition Remission for a maximum of:

1. Six (6) credit hours (2-class equivalency) per standard 15 week term;
2. Three (3) credit hours (1 class equivalency) per standard 8-9 week term;
3. Three (3) credit hours (1 class equivalency) per Distance Learning term; and

An employee may choose to take more classes than the designated maximum for tuition remission. The cost of tuition for the additional classes will be the responsibility of the employee.

Tuition remission forms must be completed, approved by supervisor, and submitted to the Office of Human Resources at least two weeks prior to the start of the term.

Eligibility for Full-Time Faculty and Staff Tuition Remission

1. Employee must work at least 30 hours per week and be classified as a full-time regular employee.
2. Employee has completed the 90-day evaluation period for their position.
3. Employee is required to apply for all external financial aid for which they may be eligible through the Office of Financial Aid. The Director of Financial Aid shall be responsible for determining whether or not a formal application will be forwarded to an external agency.
4. An employee may request approval to attend class during the regular work schedule only if both of the following conditions are met:
 - a. The supervisor approves the employee's request to attend class during the regular work week schedule;
 - b. Only one three-credit hour course may be taken during the regular work week schedule; and
 - c. An alternative work schedule must be submitted and approved by the supervisor. The alternative work schedule must be attached to the tuition remission application.

The spouses and dependent children of full-time or three-quarter time regular employees are eligible for 100% tuition remission at the undergraduate and graduate level. Tuition remission is available on a space available basis only. Space available is defined as a course, which meets the minimum enrollment requirements prior to the employee's spouse or dependent being enrolled in the class. Room, board, other non-instructional fees and books, as listed in the university catalog, will not be included in tuition remission. Minimum requirements for admittance, satisfactory academic progress, student conduct and financial aid eligibility as determined by the University must be maintained. Spouses and dependents may take up to a full-time equivalent class load, currently 12 to 17 credit hours per semester for traditional students or as defined in the University Catalog.

3.6.7.5.1 Eligibility for Spouse and Dependent Tuition Remission

1. The eligible full-time employee must have completed one full year of continuous employment with the university prior to the beginning of the spouse or dependents enrollment in the first eligible term.
2. Eligibility requirements:

- a. Spouse shall be defined as follows (all must apply):
 - i) A person of the opposite sex who is legally married to the employee (documentation may be required to establish eligibility); and
 - ii) Living in the employee's household.
- b. Dependents for employees who are not active members of a Roman Catholic religious order shall be defined as follows (all must apply):
 - i) Unmarried children of the employee or employee's spouse;
 - ii) Must be under 24 years of age;
 - iii) Children must be living in the same household as the employee while enrolled as a student, unless living in campus housing;
 - iv) Children must meet the definition of a dependent as defined by IRS guidelines;
 - v) Children must be claimed as a dependent on the employee's prior and current year tax form or employee must be legally responsible for the child's education (documentation may be required to establish eligibility); and
 - vi) Must maintain academic and student conduct standards of the University.
- c. Dependents for employees who are active members of a Roman Catholic religious order shall be defined as follows (all must apply):
 - i) Unmarried niece or nephew of employee, up to a cumulative maximum of two per employee over the employee's total service with the University;
 - ii) Must be under 24 years of age;
 - iii) Must meet the definition of a dependent of their parent/s as defined by IRS guidelines; and
 - iv) Must maintain academic and student conduct standards of the University.
- d.

3.6.7.5.2 Eligibility for Part-Time Regular Staff

Part-Time regular employees who work a 20-hour a week regular schedule are eligible for 100% tuition remission at the undergraduate or graduate level. Tuition remission is available on a space available basis only. Space available is defined as a course, which meets the minimum enrollment requirements prior to the employee being enrolled in the class. Non instructional Fees as listed in the university catalog will not be included in tuition remission. Minimum requirements for admittance, satisfactory academic progress, student conduct and financial aid eligibility as determined by the University must be maintained.

Part-time regular employees may receive Tuition Remission for a maximum of:

1. Six (6) credit hours (2 class equivalency) per standard 15 week term;
2. Three (3) credit hours (1 class equivalency) per standard 8-9 week term;
3. Three (3) credit hours (1 class equivalency) per distance learning term; and
4. Courses offered through the Center for On-Line Learning are not eligible for tuition remission benefits.

Classes may not be taken during their regularly scheduled work hours. Part-time regular employees must have completed their 90-day evaluation period prior to being eligible for tuition remission.

3.6.7.5.3 Contract Adjunct Faculty Tuition Remission

Contract Adjunct Faculty are eligible for 100% tuition remission at the undergraduate or graduate level. Tuition remission is available on a space available basis only. Space available is defined as a course, which meets the minimum enrollment requirements prior to the employee being enrolled in the class. Non instructional Fees as listed in the university catalog will not be included in tuition remission. Minimum requirements for admittance, satisfactory academic progress, student conduct and financial aid eligibility as determined by the University must be maintained. Contract Adjunct Faculty may receive a one for one exchange in tuition remission. For each course taught by the faculty member, they will receive eligibility for one three- (3) credit hour class through tuition remission. Tuition remission exchange classes must be used within one term of when the qualifying class was taught.

Contract Adjunct Faculty may receive Tuition Remission for a maximum of:

1. Six (6) credit hours (2 class equivalency) per standard 15 week term;
2. Three (3) credit hours (1 class equivalency) per standard 8-9 week term;
3. Three (3) credit hours (1 class equivalency) per distance learning term; and
4. Courses offered through the center for on-line learning are not eligible for tuition remission benefits.

3.6.7.5.4 Contract Adjunct Faculty Spouse or Dependent(s) Eligibility

The Contract Adjunct may allow the Contract Adjunct's spouse or dependent(s) to use the tuition remission exchange credit in the Contract Adjunct's place. The exchange will be at the one for one rate; one tuition remission exchange credit for each class taught in accordance with the maximums as defined above. Tuition exchange classes for spouse or dependent must be used in the term in which the classes are taught.

The eligible Contract Adjunct Faculty must have successfully completed two terms and a minimum of four (4)-teaching assignments with the University prior to being eligible for tuition remission. Spouse and dependents will be eligible for tuition remission following the completion of the contract adjunct's first full-year of employment (based on initial hire anniversary date or rehire date).

3.6.7.5.5 Eligibility for Adjunct Faculty Tuition Remission

Adjunct faculty with 20 years of cumulative service with the University are eligible for 100% tuition remission at the undergraduate or graduate level. Tuition remission is available on a space available basis only. Space available is defined as a course, which meets the minimum enrollment requirements prior to the employee being enrolled in the class. Non instructional Fees as listed in the university catalog will not be included in tuition remission. Minimum requirements for admittance, satisfactory academic progress, student conduct and financial aid eligibility as determined by the University must be maintained.

Adjunct Faculty may receive a one for one exchange in Tuition Remission to a maximum of:

1. Six (6) credit hours (2 class equivalency) per standard 15 week term;
2. Three (3) credit hours (1 class equivalency) per standard 8-9 week term;
3. Three (3) credit hours (1 class equivalency) per distance learning term; and
4. Courses offered through the Center for On-Line Learning are not eligible for tuition remission benefits

Tuition remission exchange classes must be used in the term in which the adjunct faculty is currently teaching.

3.6.7.5.6 Adjunct Faculty Spouse or Dependent(s) Eligibility

An eligible adjunct may allow adjunct's spouse or dependent(s) to use the tuition remission exchange credit in the adjunct's place. The exchange will be at the one for one rate; one tuition remission exchange credit for each class taught in accordance with the maximums as defined above. Tuition exchange classes must be used in the term in which the classes are taught.

3.6.7.5.7 Financial Obligation for Employee, Spouse and Dependents

1. All financial obligations incurred by an employee or dependent, which are not covered by tuition remission, will be the responsibility of the employee. The University reserves the right to deduct any unpaid obligations from the employee's pay.
2. If an employee or dependent is suspended from the University for disciplinary reasons, tuition remission will be withdrawn for the term and the employee will be responsible for the amount of remission withdrawn.
3. Tuition remission for graduate courses is taxable and subject to IRS reporting. The employee is responsible for the taxable portion of a spouse and/or dependent's tuition remission benefit. Reporting and withholding will be against the employee's payroll and charged during the term in which the student is enrolled.
4. Tuition remission granted to certain individuals as outlined in Section 117(d) of the Internal Revenue Code requires the University to report the value of the tuition remission benefit on Form 1099 to the IRS. The recipient of the remission, whether employee or qualifying dependent, is responsible for any tax arising from the tuition remission benefit.
5. Financial Aid may be deducted from tuition remission granted by the University. Please contact the Financial Aid Office for details pertaining to this deduction.

3.6.7.5.7.1 Employees

An employee will be able to retain 100% of any Federal Pell Grant or Federal Stafford Loan funds for which the employee is entitled. In compliance with Florida Resident Access Grant (FRAG) regulations, the amount of tuition remission will be reduced by the FRAG award, if an employee attends full time and meets FRAG eligibility requirements.

3.6.7.5.7.2 Spouses and Dependents

1. Pell Grant: A percentage of the Pell Grant will reduce the tuition remission amount.

2. Florida Resident Access Grant: In compliance with Florida Resident Access Grant (FRAG) regulations, the amount of tuition remission will be reduced by the Florida Resident Access Grant award if the student attends full time and meets Florida Resident Access Grant eligibility requirements.
3. Bright Future:
 - a. For University College students residing on campus: A percentage of the Bright Futures Scholarships award.
 - b. For all students not residing on campus: A book and supply allowance will be subtracted from the Bright Futures Scholarship award.
 - c. The remaining amount will be applied toward tuition costs.

3.6.7.5.8 Adoption Reimbursement Policy

Saint Leo University offers eligible employees adoption assistance that reimburses up to \$5,000 per adoption for “qualified adoption expenses.” Any expenses incurred on or after the employee’s first day of Saint Leo University employment, but not before July 1, 2010, are eligible for reimbursement consideration.

3.6.7.5.8.1 Eligibility

All full time employees regularly scheduled to work at least 30 hours per week and are qualified to apply for reimbursement under the Adoption Assistance Program.

3.6.7.5.8.2 Eligible Child

The adopted child must be under the age of 18 at the time a “qualified adoption expense” is paid or incurred and may not be the child of the employee’s spouse or live-in partner.

3.6.7.5.8.3 Benefit Amount

Documented “qualified adoption expenses” for an eligible child will be reimbursed to a maximum of \$5,000 per adoption and up to two adoptions per family. In the case of the simultaneous adoption of two eligible children, the maximum reimbursement will be \$5,000 for all combined “qualified adoption expenses” and counts as one adoption.

If the employee and his/her spouse receive adoption assistance from any source other than the Saint Leo University Adoption Assistance Program for “qualified adoption expenses,” those same expenses will not be eligible for reimbursement under the Saint Leo University Adoption Assistance Program.

3.6.7.5.8.4 Qualified Adoption Expenses

“Qualified adoption expenses” are reasonable and necessary adoption fees, court costs, attorneys’ fees, and other expenses directly related to, and whose principal purpose is for, the legal adoption of an eligible child, such as:

- Reasonable and customary public and private adoption agency fees permitted or required under the law of the state having jurisdiction over the adoption.

- Reasonable and customary legal and court fees.
- Reasonable and customary fees for medical and hospital services provided to the child (not otherwise covered by insurance).
- Travelling expenses associated with the adoption, including transportation, meals, and lodging.
- Immigration, child's immunization, and translation fees.
- Temporary foster care charges provided before placement of the eligible child in the employee's home.

3.6.7.5.8.5 *Non Qualified Expenses*

Saint Leo University will not reimburse nonqualified adoption expenses, which include expenses:

- That violate state or federal law.
- For carrying out any surrogate parenting arrangement.
- For the adoption of your spouse's child.
- Paid using funds received from any federal, state, or local program.
- Allowed as a credit or deduction under any other federal income tax rule.

3.6.7.5.8.6 *Tax Treatment of Reimbursement*

For more information concerning the tax implications of adoption expense reimbursement, see the IRS Web site at: <http://www.irs.gov>.

3.6.7.5.8.7 *Reimbursement Procedures*

Eligible employees may apply for reimbursement of "qualified adoption expenses" upon placement of the eligible child in the employee's home by contacting the Human Resources Office and completing the Adoption Expense Reimbursement Form. Applications for reimbursement must be made within six (6) months following the finalization of the adoption.

In the case of an unsuccessful adoption, qualified adoption expenses may be reimbursed with authorizing documentation. The reimbursement will be considered part of the maximum amount allowed per employee.

3.6.7.5.9 *Policy Review*

This policy may be reviewed periodically to determine its effectiveness. The University reserves the right to revise tuition remission policies, including eligibility standards, or to discontinue tuition remission benefits altogether. In the event of policy revisions, the revisions will be

effective at the start of the next academic term. In the event of tuition remission discontinuance, discontinuance will be effective at the end of the academic year. The University will publish notice of tuition remission discontinuance as soon as practically possible.

3.7 Employee Performance Evaluations Policies

3.7.1 *Administrative and Staff Employee Performance Evaluation Policies*

The University has established guidelines for the completion of performance evaluations for all administrative and staff employees of the University. The evaluation period allows an employee and the supervisor to assess the individual's performance. The employee and supervisor are encouraged to communicate frequently during the evaluation period.

3.7.1.1 Annual Performance Review

The University has a program to evaluate employee job performance annually. The focus of the review is whether the employee met, exceeded, or did not meet the principal objectives or standards for the position. The performance review allows the manager and the employee to examine the employee's job performance during the year.

3.7.1.2 Review Timeframes

Departments will conduct annual employee performance evaluations throughout the year. The specific time frame will be determined by the Vice President of each division in coordination with each director. A 30-day time frame for completion of performance evaluations will be designated on a department basis.

3.7.1.3 Filing of Evaluations

Annual and intermittent employee evaluations will be filed with Human Resources and placed in the employee's personnel file upon completion of the evaluation process.

3.7.1.4 Responsibility

Human Resources is responsible for the administration of the Performance Evaluation process.

Each department manager will be responsible for conducting the annual performance evaluation on the approved Performance Evaluation Form in accordance with the approved schedule. Completed Evaluation Forms will be submitted to Human Resources for inclusion in the employee's personnel file.

3.7.1.5 Resource

Contact Human Resources with any questions or if more information about this policy is needed.

3.7.2 *Faculty Performance Evaluation Policies*

See Article 11 of the Faculty Collective Bargaining Agreement (Volume IV-A, Subsection 4A1.1.11) and Section 4.5 of Volume IV.

3.8 Promotion, Lateral Transfer, and Demotion Policies

3.8.1 *Promotion, Lateral Transfer, and Demotion of Administrative and Staff Employees*

The University has established definitions concerning employee promotions, lateral transfers, and demotions.

1. Promotion: A promotion is any movement of an employee from one position to another position that is assigned a higher position classification or a higher rate of pay.
2. Demotion: A demotion is any movement of an employee from one position to another position that is assigned a lower classification or lower rate of pay.

In the case of promotion or demotion, the amount of salary change will be determined by the department's budgeted salary line for the position in conjunction with the employee's expected performance in the new position and the employee's positions in the salary range. However, if the employee's salary exceeds the maximum of the range for the new position, the Vice President and the Director of Human Resources must approve the salary for the new position.

3. Lateral Transfer: A lateral transfer is any movement between jobs other than a promotion or demotion. The receiving department will determine any salary change based on guidance from Human Resources.

3.8.1.1 Eligibility for Promotion or Lateral Transfer

An employee will be eligible to make application for promotion or lateral transfer if the following conditions are met:

1. The employee has been employed in the current position for at least six months of continuous service;
2. The employee meets all the minimum requirements of the promotion or lateral transfer position; and
3. The employee has not been under any type of corrective action plan for at least six months.

3.8.2 *Promotion of Faculty*

See Article 11 of the Faculty Collective Bargaining Agreement (Volume IV-A, Subsection 4A1.1.11) and Section 4.6 of Volume IV.

3.9 Employee Rights and Responsibilities

3.9.1 *Administrative and Staff Employee Rights and Responsibilities*

3.9.1.1 Attendance and Punctuality

To accomplish its business objectives, the University depends on employees to report to work regularly and on time. Accordingly, Saint Leo University requires employees to be punctual and maintain satisfactory attendance. Employees must notify their immediate supervisor in advance,

and obtain approval for anticipated absences. Frequent or unscheduled absences and repeated lateness may result in disciplinary action including up to termination.

Alternative workweek schedules may be assigned by the supervisor based on business requirements.

3.9.1.1.1 *Absence Notification*

Employees are required to notify immediate supervisors of absences:

3.9.1.1.1.1 Scheduled Absences

An employee must notify in writing the immediate supervisor to request approval in advance when an absence is expected for a full day or part of a day.

3.9.1.1.1.2 Unscheduled Absences

When advance notice is not possible (because of sudden illness or emergency), the employee must call the immediate supervisor within the first two hours on the first day of absence. The employee should provide the reason for the absence, the expected return date, and respond to any reasonable questions asked by the supervisor. Departmental call-in procedures shall be followed. If the employee is physically unable to contact the supervisor, because of illness or other unforeseen circumstances, the employee must have someone else call the supervisor and provide the information outlined above.

3.9.1.1.1.3 Subsequent Notification

An employee who is absent (without prior approval) for more than one day must contact the immediate supervisor daily to report the status of the absence. The supervisor may waive this requirement or designate another contact person for absence reporting.

3.9.1.1.2 *Absence without Notification*

Employees who do not notify their supervisors of unscheduled absences may be disciplined up to and including termination. More than three consecutive workdays' absence without notice is considered job abandonment. The department may terminate the employee at the close of business on the third day. Job abandonment is a voluntary termination.

3.9.1.1.3 *Lateness Notification*

Employees must follow department call-in procedures to notify the department of the reason for lateness and expected arrival time. Repeated violations of this policy may subject the employee to discipline up to and including termination. Employees who are late may be disciplined.

3.9.1.1.3.1 Recording Absences for Non-exempt Employees

All absences must be recorded daily on the University Employee Time and Attendance Sheet:

1. Scheduled paid leave will be used for all approved and planned paid leave (vacations, scheduled medical procedures, health maintenance, etc.).

2. Unscheduled paid leave will be used when prior notification of an approved paid leave is not possible. Scheduled leave may be used after the unscheduled event, if it is related.
3. Leave without Pay will be used when an employee has no paid leave available to cover an absence or when an employee's request for unscheduled paid leave is not approved.

3.9.1.1.4 Recording Lateness for Non-exempt Employees

Departments may allow non-exempt employees to make up time, permit the employee to use available paid leave, or deduct pay for time missed due to lateness. The Employee Time and Attendance Sheet will be completed as follows:

1. Employees who are allowed to make the time up will record actual hours worked.
2. Employees who are allowed to use available paid leave will charge the time as unscheduled leave for the time that the employee is late or unavailable for work. Deduction for time lost should be indicated on the Time and Attendance Sheet. When pay is deducted for lateness the employee will not be permitted to make up the time over the lunch period or at the end of the workday.

3.9.1.1.5 Recording Absences and Lateness for Exempt Employees

Leave for exempt employees shall be reported in all instances of absence. Exempt employees should follow the above procedures regarding notification and approval of absence or lateness.

3.9.1.1.6 Responsibility

All University departments follow the guidelines outlined above. Departments may establish specific procedures concerning absences and lateness to meet operational needs, however the specific procedure must be equal to or greater than the University procedure and documented in writing to the employee and Human Resources.

3.9.1.1.7 Resource

Contact Human Resources with questions or if more information about this policy is needed.

3.9.1.2 Meal Period, Rest Breaks, and Break Time for Nursing Mothers

Non-exempt employees who work a full day are allowed an unpaid meal period and two breaks. A full day is considered eight or more hours, exclusive of the unpaid meal period.

Non-exempt employees scheduled to work less than a full day are entitled to one 15-minute rest period for every four hours worked.

The standard University meal period is one (1) hour. Break periods are 15 minutes each.

3.9.1.2.1 Use of Meal Periods and Rest Breaks

Non-exempt employees may not skip meal or rest periods in order to shorten the workday, or to earn extra paid leave. Rest periods may not be saved for later use, accumulated, or used to compute additional pay.

Except in unusual circumstance, breaks should be taken, but they may be omitted occasionally if required by the workload. Extra compensation is not provided if breaks are missed.

3.9.1.2.2 *Use of Break Time for Nursing Mothers*

Women who are nursing an infant less than one year of age may take reasonable unpaid breaks to express milk for their infants. Individuals utilizing these break periods will still be expected to complete all work as usual.

Women planning to take advantage of these break periods must provide advance notification to Human Resources of their intent to do so. Nursing mothers are eligible to take break periods to express milk until the infant is one year of age.

3.9.1.2.3 *Scheduling*

Break practices may be set by individual departments, within the framework of this policy, and must be communicated to affected employees.

Department heads shall schedule meal and rest periods to avoid disrupting normal operations. Department heads may extend the meal period by reducing or eliminating rest periods.

3.9.1.2.4 *Responsibility*

Departments must administer the University's policy on meal and rest breaks and follow the procedures outlined above. Departments may adjust meal and rest breaks to meet operational needs.

3.9.1.2.5 *Resource*

Contact Human Resources with questions about this policy or if more information is needed.

3.9.1.3 *Outside Employment*

Staff and administrative employees may hold outside jobs as long as they meet the performance standards of their job with the University. All staff and administrative employees will be judged by the same performance standards and will be subject to the University's scheduling demands, regardless of any existing outside work requirements.

If the University determines that an employee's outside work interferes with performance or the ability to meet the requirements of the University as they are modified from time to time, the employee may be asked to terminate the outside employment if the employee wishes to remain with the University.

Outside employment that constitutes a conflict of interest is prohibited. The receipt of income derived from work partially or completely developed/performed within the University, utilizing substantial resources such as secretarial services and/or equipment belonging to the University, and/or developed/performed by the employee during time reimbursed for by the University is governed by the University's Ownership of Copyrightable Intellectual Property Policy (see Volume II, Subsection 2.7.2).

3.9.1.4 Work Week, Work Day, and Work Shift Changes

Each department of the University establishes the normal workdays and work shifts for positions within the department.

The official work weeks shall be defined as Sunday at 12:00 a.m. (midnight) to Saturday at 11:59 p.m.

The traditional work day shall be 8:00 a.m. – 5:00 p.m., Monday through Friday, with one hour for a meal break.

Staff employees shall be advised of their normal work days and work shifts before they are hired; however, department heads may change the established workday or shift according to the business needs of the business unit.

An employee's workday and work shift are determined based on the needs of the University. Once an employee's schedule is established, the employee's work shift should remain constant where this meets the needs of the department. During an individual's employment, the scheduling needs of the department and/or the employee may change. When such changes occur, the University has the right to establish a new schedule for an employee; also, an employee may request a schedule change.

3.9.1.4.1 *Emergencies, Staffing Shortages, or Temporary Scheduling*

During emergencies, staffing shortages, or other temporary situations, a supervisor may require an employee to work different workdays or a different shift without advance notice. Although no formal notice is required for such short-term changes, supervisors shall give employees as much notice as possible.

If an employee cannot comply with a short-term change in schedule, the employee should discuss the situation with the supervisors. If the employee has a valid reason for not complying, the supervisors should consider other means to meet the temporary requirement. Unresolved problems will be referred to the department head.

3.9.1.4.2 *Changes in Normal Schedule*

Managers may change an employee's normal work day and work shift to meet the needs of the department. The employee will be given at least two weeks written notice of any changes. The change in schedule shall be documented and a copy forwarded to Human Resources for inclusion in the employee's personnel file. Supervisors are encouraged to be sensitive to an employee's personal situation (childcare arrangements, transportation, family life, etc.) when making changes to established schedules.

If an employee requests a change to the employee's normal schedule, the supervisors shall consider the individual's request based on the operational needs of the department.

3.9.1.4.3 *Responsibility*

Departments must administer the University's policy on work day and work shift and follow the procedures outlined above. The appropriate University administrative units and Human Resources must approve changes to these procedures.

3.9.1.4.4 Resource

Contact the Office of Office of Human Resources with questions about this policy or if more information is needed.

3.9.2 Faculty Rights and Responsibilities

See Articles 5 and 14 of the Faculty Collective Bargaining Agreement (Volume IV-A, Subsections 4A1.1.5 and 4A.1.1.14) and Section 4.8 of Volume IV.

3.10 Wage and Payroll Policies

3.10.1 Employment Categories

The University uses the following employment categories for vacation and sick accrual:

3.10.1.1 Senior Executive

An individual who is hired into a position of: Vice President, Associate Vice President, Assistant Vice President.

3.10.1.2 Senior Professional

An individual who is hired into a professional position, exclusive of those at the executive level, and the position directs a function of substantial magnitude and impact on the institution as a whole or on a significant unit thereof (such as a center).

3.10.1.3 Professional

An individual, who is hired into a position that deals directly with the intellectual substance of the curricular and research functions of the University, advises on academic matters or is responsible for other aspects of student life that support students' academic success or supplement their curricular activities.

3.10.1.4 Staff Employee

An individual who is hired into a University position that is responsible for administrative support and is expected to be ongoing.

3.10.1.5 Temporary Employee

An individual hired as a temporary replacement for a regular employee, for a special project or to meet additional workloads. Temporary employees are employed for three months or less, unless an exception is requested and authorized by the Director of Human Resources. Temporary employees should be hired through a Temporary Employment Agency.

3.10.1.6 Term Employee

An individual hired into a University position that is expected to be for a fixed period greater than three months, but less than six months. Term status does not guarantee employment for the period in question.

3.10.1.7 10 Month Employee

An individual hired into a University position, generally for the academic year. 10-Month status does not guarantee employment for the entire period in question.

3.10.1.8 Part-time Employee

A part-time employee may work a maximum of 20 hours a week and is not eligible to perform other work for the University outside of the part-time employment responsibilities.

3.10.1.9 Hours of Work

Within employment categories, employees are identified by hours of work (hours of work do not include unpaid meal time):

3.10.1.9.1 Full-Time

An individual with a regularly scheduled 40-hour work week (or alternate full-time equivalent schedule as designated by the University).

3.10.1.9.2 Three-Quarter Time

An individual with a regularly scheduled 30-hour workweek.

3.10.1.9.3 Part-time

An individual regularly scheduled to work less than 20 hours per week.

3.10.1.10 Work Year

The standard work year for functions performed by regular, term, senior level executive and a senior level professional employee is twelve months. Where needed for proper functioning, departments may establish a work year of ten to twelve months (or the academic year).

3.10.1.11 Academic Year

The standard academic year is August 16th through August 15th of the following year.

Paid leave benefits will be under a separate schedule for individuals who work less than twelve months per year.

3.10.1.12 Change in Status

The following guidelines govern changes in employee status:

1. Individuals, who switch between staff, term, professional, senior professional or senior executive will have no break in service for the purpose of University employment benefits.
2. Individuals who move to a new employment category will continue to receive the University benefits, if eligible, unless the new category is one in which benefits are not offered to regular employees.
3. Individuals, who switch from full-time employment to part-time employment, will not be eligible for University provided benefit coverage. COBRA coverage will be available for continuation of benefits, when applicable.
4. An Evaluation Period will be required for all newly hired employees or changes in employment position or status for current employees. Refer to Evaluation Employment Period in paragraph 3.2.1.4 for a complete definition of the evaluation period guidelines.

3.10.1.13 Office of Responsibility

Human Resources is responsible for administering the University's employment categories policy.

3.10.1.14 Resource

For more information concerning employment categories, contact Human Resources. For additional specific information, refer to the University's policies on temporary and special employment.

3.10.2 Employee Compensation

Saint Leo University's compensation policy is grounded in the University's mission, values, vision and business and market realities. The principles for the University to compensate its employees include:

1. Everyone who works for or at the University as a full-time permanent employee should earn a base wage and receive benefits adequate to provide a decent life for themselves and their families.
2. The University seeks to establish salaries, and pay rates and benefits that contribute to excellence and employee retention.
3. The University seeks to reward performance commensurate to the individual's contributions to the University's success. Consequently with the exception of the collectively bargained agreement with faculty, annual increases are awarded differentially based on merit.
4. The University's Catholic mission and values motivate the University to provide higher percentage increase pools for those earning lower incomes (defined as under \$40,000 in annual base earnings 2009).

5. The University grants additional merit bonuses when resources allow to the top 10% to 20% of non-faculty performers including contract workers.
6. The University seeks to establish salaries, pay rates and benefits levels competitive in national and local markets and that attract superior candidates.

Vice presidents and the president's direct reports will make recommendations for salary and wage increases to the President in December based on the budgeted salary pool for January implementation. Bonus recommendations are made by the vice presidents to the President in August for September implementation.

The president makes recommendations of salary increases and bonuses for vice presidents, deans and other highly compensated officers to the Board of Trustees' Compensation Committee. The president consults national comparative salary data when making recommendations.

This policy applies to all University employees, provided that the compensation of executive employees shall also be governed by the Saint Leo University Executive Compensation Policy. In the event of any variance between this policy and the Executive Compensation Policy, the latter shall control.

3.10.3 Deductions

Payroll processes all mandatory deductions from an employee's paycheck in compliance with government regulations, and processes voluntary deductions in accordance with employee election. As required by law, the University will deduct all legal wage assignments, attachments, and levies.

3.10.3.1 Collective Bargaining Unit Faculty Payroll Deduction for NEA Benefits

See Articles 15 of the Faculty Collective Bargaining Agreement (Volume IV-A, paragraph 4A1.1.15.1)

3.10.4 Direct Deposit of Paycheck

Employees are encouraged to have their paychecks transmitted to their bank account(s) via direct deposit. Contact Human Resource for more information.

3.10.5 Overtime

Saint Leo University conforms with the Fair Labor Standards Act (FLSA) of 1938 (as amended) and state and local overtime laws in calculating and paying overtime to employees.

Non-exempt employees are entitled to overtime pay. Overtime is paid for all hours worked over 40 hours in one workweek. Overtime pay equals one and one half times the employee's regular rate of pay. For an individual employed in more than one job, the overtime rate is based on the weighted average rate of pay for all positions.

For overtime calculation purposes the work week is defined as Sunday at 12:00 a.m. (midnight) through Saturday at 11:59 p.m.

Exempt employees are not entitled to overtime pay.

3.10.5.1 Compensatory Time Off

The Fair Labor Standards Act (FLSA) does not allow for compensatory time off for employees who work for private institutions.

3.10.5.2 Philosophy

The University is required to pay overtime in compliance with the Federal Fair Labor Standards Act of 1938 (as amended), similar state, and local laws. The University's overtime policy reflects the provisions of these laws.

3.10.5.3 Approval for Overtime

Since overtime is a variance from a non-exempt employee's normal work schedule, the employees' supervisor must approve all overtime by non-exempt employees before the hours are worked. An employee who works overtime without supervisory approval is in violation of this policy.

A supervisor may require an employee to work overtime. When possible, the supervisor shall provide advance notice to the employee concerning the date and amount of overtime required. However, an employee may be required to work overtime without prior notice. In either case, employees are expected to work overtime as directed.

An employee may request overtime to complete an assignment; however, the employee must obtain the supervisor's approval in advance.

3.10.5.4 Flexible Scheduling in Lieu of Overtime during the Same Pay Week

A non-exempt employee who works in excess of the employee's normal daily schedule may be permitted to take up to the equivalent amount of time off during the same workweek as flexible scheduling.

Flexible scheduling may only be given when the supervisor and the employee have agreed, before the extra hours are worked, that flexible scheduling off will be provided instead of overtime pay.

Flexible scheduling will not exceed the actual extra time worked and must be recorded as such on the appropriate Time Recordkeeping Form submitted to payroll.

3.10.5.5 Computing Overtime

For the purpose of computing whether more than 40 hours were worked only actually worked hours will be counted. Excluded are any paid leave, unpaid leave, scheduled or unscheduled leaves. The only exception is time away from work for approved training as outlined in subparagraph 3.3.15.3.1.

When calculating overtime, the University includes all hours worked by an employee, even when the hours are worked in more than one job and/or department of the University. The overtime rate for an individual employed in more than one job at the University is based on the weighted average rate of pay for all positions.

3.10.5.6 Compliance

Any employee violating this policy is subject to corrective action up to and including termination of employment.

3.10.5.7 Responsibility

Each supervisor is responsible for assuring compliance with this policy. Supervisors are responsible for scheduling and recording overtime correctly. Each employee is responsible for working overtime hours when required and securing supervisory approval, in advance, for overtime work.

3.10.5.8 Resource

Contact Human Resources with questions about this policy or if more information is needed.

3.10.6 *Special Recognition Awards and Other Salary Increases*

The University seeks to recognize through special compensation employees whose work or working conditions are exceptional. Accordingly, additional pay may be granted to employees in certain cases where job performance greatly exceeds normal levels. The University also recognizes the importance of adjusting pay to resolve inequities. Thus, other salary adjustments may also be made to resolve salary inequities, meet market conditions, or for other reasons.

3.10.6.1 Special Recognition Awards

When employees distinguish themselves, their departments, or the University, by exceptional job performance, special bonus pay may be awarded. In such cases, a lump-sum award may be made in an appropriate amount recommended by the department head and approved by the appropriate Vice President and President.

The special recognition award does not affect the employee's base salary.

3.10.6.2 Special Situations for Exempt Employees

In certain circumstances, additional pay may be awarded to an exempt employee whose workload has significantly deviated from the job's normal expectations. Examples of special situations include:

1. Long-term special projects;
2. Significant accomplishments;
3. Assigned work in another department; and
4. Performing a specific job or function that is significantly different from the position for which the employee was originally hired.

Supervisors who wish to recognize these special situations shall consult with Human Resources for direction and guidance before arranging for additional pay.

3.10.6.3 Other Salary Increases

Occasionally, a department may adjust specific salaries to resolve inequities or meet job market conditions. These adjustments do not include normal merit increases, promotions, transfers, general wage adjustments, or job reevaluations. This mechanism can be used to reward employees who have salaries that are at or near the maximum of their pay range.

Department heads may make such salary adjustments if funds are available (other than funds budgeted for merit increases). Such salary adjustments must be coordinated with Human Resources and approved by the appropriate Vice President and the President.

3.10.6.4 Responsibility

Human Resources administers the University's Special Recognition Awards and Other Salary Increases Policy. Human Resources and other University departments follow the procedures outlined above.

3.10.6.5 Resource

Contact Human Resources with questions or if more information about this policy is needed.

3.10.7 Wage Assignments (Garnishments)

The University hopes that employees will manage their financial affairs so that the University will not be obligated to execute any court-ordered wage assignment or garnishment against an employee's wages. However, whenever court-ordered deductions are to be taken from an employee's paycheck, the employee will be notified. According to the Federal Wage Garnishment Act, three (3) or more garnishments may be cause for dismissal.

3.11 Separation from Employment and Disciplinary Measures Policies

3.11.1 Administrative and Staff Employee Separation from Employment and Disciplinary Measures Policies

3.11.1.1 Layoffs

If layoffs are required, Saint Leo University will follow the layoff procedures outlined in this policy. The procedures are designed to administer layoffs in an equitable manner and in conformance with applicable laws and regulations.

Reasons for layoffs may include, but are not limited to, shortage of funds, shortage of work, reallocation of resources, the elimination of one or more positions, or other material changes in duties within a position or within the organizational structure of a department, program, or other administrative unit.

If regular employee positions are eliminated in a department or unit as a result of outsourcing and a regular employee whose position is eliminated is offered a comparable position with the University, then that employee shall not be deemed to have been laid off and the provisions of this layoff policy shall not be applicable. If the employee is offered a comparable position at the University but does not accept it, then the employee will be considered to have voluntarily separated from University service. If the employee is not offered a comparable position by the University, then the employee will be considered to have been laid off and the provisions of this layoff policy shall be applicable. As used in this paragraph, the term “comparable position” means a position that:

1. Offers a salary that is not less than ninety percent of the employee’s final salary as a University employee.
2. Offers weekly or monthly hours of employment that are equivalent to the employee’s final hours as a University employee (in other words, represent a full-time position if the employee held a full-time position).
3. Qualifies the employee for employee benefits if:
 - a. The employee qualified for health and welfare benefits at the University; and
 - b. The University offers a health and welfare benefit plan.
4. Entails the performance of job duties that are similar to or at the same classification level as the duties the employee performed in the employee’s current position at the University.

Departments are responsible for management decisions about what work needs to be done and how best to carry out that work. Each department must administer the policy on layoffs in accordance with the procedures outlined below.

3.11.1.1.1 Definitions

As used in this policy, the following definitions apply:

Layoff Unit: A department or other programmatic unit in which one or more layoffs occur. A layoff unit may be a department or a programmatic unit that is larger or smaller than a department. Where the layoff unit is different from a department, the layoff unit must represent a discrete, coherent, programmatically justifiable grouping of people.

Department Head: The person designated by the Vice President of an area to be immediately responsible for the administration of a layoff unit.

Vice President: The President, Vice President or Dean in whose area one or more layoffs occur.

Human Resources: Human Resources for layoffs occurring at the Saint Leo University Campus or Regional Centers or Offices.

Outsourcing: The process, embodied in a formal, written contract executed by the Vice President of Business Affairs or designee, by which the function or functions performed by a department or other unit are assigned on a permanent basis to a company or organization external to the

University, with the resulting elimination of one or more regular employee positions at the University.

3.11.1.1.2 Layoff Plan

The President shall make the determination that layoffs are necessary at the University. The President will then notify the Vice Presidents of this decision and assign them the responsibility of presenting a plan that meets the outlined goals. The department head will work with the Vice President to be responsible for:

1. The decision that one or more employees should be laid off;
2. Designating the layoff unit or units in which layoffs will occur; and
3. Applying the criteria set forth below for the selection of the individuals to be laid off.

If new positions must be defined or old positions reclassified to carry out the work after layoffs are affected, the department head must provide the rationale for the reorganization in writing and submit such to Human Resources for review before the individual employees are selected for layoff.

Any layoff of employees at any one time within a single Vice Presidential area requires the concurrence of the Vice President and must be discussed with and approved in concept in advance by the President.

3.11.1.1.3 Order of Layoff

The selection of employees for layoff within a designated layoff unit and within a particular job classification and grade level will be made in the following sequence and in accordance with the following criteria:

1. Temporary employees will be eliminated first. Other sections of this policy do not apply to this employee group.
2. Newly hired regular employees who have not completed their evaluation periods will be laid off before employees who have completed their evaluation periods.
3. Regular employees who have completed their evaluation periods will be selected for layoff in accordance with the following criteria:
 - a. Qualifications (knowledge, skills, and abilities needed to staff the positions remaining);
 - b. Level of performance, as determined on the basis of documented performance evaluations and complete personnel files;
 - c. Presence or absence of documentation of poor job performance or unsatisfactory conduct; and
 - d. If all other factors are equal, seniority will govern (least senior employees will be selected for layoff first, with seniority measured by years of continuous University service).

The department must provide a written justification of the application of these criteria, including documentation for each individual layoff decision when selecting among employees who are in the same classification and grade level.

4. In determining the order of layoff, there will be no presumption that an employee is entitled to be retained if the employee is not qualified for or does not possess the ability to perform the duties of the position in which the employee would be retained.
5. Layoff of senior-level executives and managers may occur based on operational needs and without regard to job classification or level.

3.11.1.1.4

Internal Review of the Layoff Plan Prior to Implementation

The layoff plan must be submitted to the Vice Presidents/Deans and then to the President prior to implementation. Human Resources will work in conjunction with the Vice Presidents/Deans and President to assure the plan meets University and legal guidelines, including sufficient supporting documentation to define the layoff decisions. In the case of the layoff of 25 employees or more from a single Vice Presidential area, the layoff plan must also be submitted to the University assigned legal counsel. Human Resources will be responsible for coordinating the review process. The pertinent reviewing offices will review the layoff plan to ensure that the plan:

1. Is consistent with Equal Employment Opportunity policies;
2. Provides adequate and appropriately documented programmatic justification for the identification of layoff units; and
3. Provides appropriate documented justification for the selection of particular employees for layoff within a classification and grade level.

A layoff plan cannot be implemented until it has received the approval of the appropriate reviewing offices.

3.11.1.1.5

Implementation

3.11.1.1.5.1

Notice to Affected Employees

Written notification of layoff must be given to affected employees at least two weeks before the effective date of the layoff. A department may, however, provide two weeks pay in lieu of this notice. The notification must include:

1. The effective date of the layoff;
2. A summary of the reasons for the layoff;
3. An explanation of the amount of severance pay and accrued paid leave for which the employee qualifies; and

An explanation of the employee's appeals process, if otherwise eligible.

3.11.1.1.5.2

Severance Pay

Severance pay will be awarded in addition to pay for the notice period. The amount of severance pay will be requested by the appropriate Vice President and approved by the President. Payment shall be made in a lump sum.

3.11.1.1.5.3 Tuition Benefits

An employee who is laid off and who is receiving tuition benefits is eligible to receive tuition benefits during the semester in which the layoff occurs. An employee who is laid off is eligible to receive tuition benefits for dependent children for the remainder of the academic year in which the layoff occurs. An employee shall consult with the Payroll Department about taxes for which the employee may be liable.

3.11.1.1.5.4 Competitive Placement

At any time during the layoff notice period or after the effective date of layoff, an employee has the right to apply and compete, without prejudice, with other internal applicants (and, where appropriate, external applicants) for any open posted position for which the employee is qualified.

3.11.1.1.5.5 Recall

Following layoff, a regular employee will be recalled if a position in the same classification and grade level and in the same department or layoff unit becomes available. An individual will be eligible for recall for up to 12 months after the effective date of layoff, or a period of time equivalent to the employee's length of continuous employment with the University, whichever is less. If more than one employee is on layoff status in that classification and grade level, the same criteria used in determining order of layoff will be used in determining order of recall. A regular employee with documented less-than-satisfactory performance on the last annual review and/or an active formal administrative action prior to the effective date of lay off is not eligible for recall. It is the responsibility of each employee to provide Human Resources with current contact information during the recall period. Notification will be made to the last known address and telephone number on file with Human Resources.

3.11.1.1.5.6 Re-employment Rights

A former regular employee, who is recalled or re-employed within 12 months of the date of layoff, or within a period of time equivalent to the employee's length of continuous employment with the University, whichever is less, will be given the employee's original start date and the period of layoff will be treated as a non-paid leave of absence. This will not effect the terms and conditions of benefits plans unless inconsistent with benefit plans.

3.11.1.1.5.7 Paid Leave

An employee who is laid off will be paid for unused accrued vacation leave in accordance with the Vacation policy (see Subsection 3.5.2).

3.11.1.1.6 Evaluation Period

An employee who is laid off and subsequently re-employed will serve an evaluation period unless the employee is recalled to the same position in the same layoff unit from which the employee was laid off.

3.11.1.1.7 *Waiving rights*

If during the period of eligibility for recall or the period described in the re-employment rights section of this policy the individual rejects the offer of an equivalent or higher-level position for which the individual is qualified, the individual waives the individual's right to recall. The University will have fulfilled its responsibility to recall and the individual will not receive any further notification.

3.11.1.1.8 *Right to Invoke the Dispute Resolution Process*

An employee who is otherwise eligible to seek formal dispute resolution under the Dispute Resolution Policy is entitled to submit the dispute under the policy contesting the employee's layoff. The issue to be appealed is limited to factors in part three of the "Order of Layoff" section of this policy.

3.11.1.1.9 *Consolidation of Disputes*

Disputes from employees in the same layoff unit may be consolidated and treated as a single dispute as provided in the Dispute Resolution policy.

3.11.1.1.10 *Responsibility*

All University departments must follow the procedures outlined above.

3.11.1.1.11 *Resource*

Contact Human Resources with questions or if more information about this policy is needed.

3.11.1.2 *Progressive Discipline Policy*

Saint Leo University recognizes the need to assist employees improve poor, declining job performance, time and attendance problems, or policy violations. The University ordinarily follows a progressive discipline plan to correct these problems.

Violations that are sufficiently serious may result in the suspension of the normal progressive disciplinary process. In these instances, any step in the progressive disciplinary process may be used, including dismissal.

In normal circumstances, the employee's immediate supervisor will administer the disciplinary action. Appropriate actions will be determined based on the seriousness of the offense, the circumstances under which it occurred, prior problems, duties of the employee, and the employee's overall work history with Saint Leo. This policy does not limit the University from taking actions other than those provided in this section.

The forms of disciplinary action are:

1. Verbal counseling
2. Verbal warning
3. Written warning
4. Disciplinary suspension (optional at the discretion of the supervisor and upon prior approval by the Human Resources department).

5. Dismissal

The Human Resource department should be consulted when the supervisor determines that disciplinary action with an employee is necessary.

3.11.1.2.1 Verbal Counseling

Verbal counseling is used to offer direction and encouragement in situations that are deemed less serious in nature. The goal is for a positive conversation aimed at accomplishing goals. The conversation between supervisor and employee needs to be documented and maintained by the supervisor for future reference.

3.11.1.2.2 Verbal Warning

A verbal warning is issued when repeated violations have occurred or an action has occurred that impacts departmental or University priorities or objectives. This could include, but is not limited to, attendance and tardiness problems, poor job performance, or misconduct. A formal meeting occurs between the employee and the supervisor where the employee is told the behavior is unacceptable.

The meeting is followed up with written documentation prepared immediately after the meeting (Disciplinary Form). A copy of the form is submitted to Human Resources for the personnel file.

3.11.1.2.3 Written Warning (Suspension Optional)

If the supervisor determines that a written warning is appropriate, it is recommended to have a representative from the Human Resources department present. The purpose of this meeting is to clearly convey to the employee that his or her job is at risk until the issue is resolved. The supervisor prepares and presents to the employee a disciplinary form with a follow up schedule. The plan will provide any direction or training needed to improve the situation. The documentation will include: the reason for the action, any previous counseling regarding the problem, the steps the employee must take to correct the situation, and the next step if the problem is not resolved within the specified time.

Employees may be suspended pending investigations and/or where circumstances warrant. Employee suspension may be with pay or without pay depending on the circumstances. Suspension notices must include the reason for the suspension, the inclusive dates of the suspension, and whether the suspension is with pay or without pay. Human Resources approval must be obtained before an employee may be suspended.

A copy of the written warning and any notice of suspension must be submitted to Human Resources for the personnel file. All written warnings will become inactive if no subsequent action is issued within 12 months of the date of the completion of the plan.

3.11.1.2.4 Dismissal

An employee's employment may be terminated in the event previous disciplinary measures have failed, or when other circumstances warrant. If an employee has received a written warning within the past 12 months, the employee may be terminated without any further disciplinary action upon the occurrence of the same issue giving rise to the written warning.

3.11.1.2.5 Approval Must be Obtained from Human Resources before the dismissal of an employee.

The use of progressive discipline before dismissal is left to the discretion of University administrations based on all relevant factors. In some cases, the University may decide demotion is appropriate. Any or all of the steps listed above may be omitted, as the University considers appropriate. By establishing these procedures for administrative actions and dismissals, the University does not waive or limit its right to discharge employees with or without notice or cause or under the Employment at Will Policy

3.11.1.2.6 Resource

Contact Human Resources with questions or if more information about this policy is needed.

3.11.1.3 Termination of Employment

Individuals who leave employment with the University are expected to provide adequate notice, return University property, and satisfy outstanding financial or other obligations before the last workday. The University will pay employees for unused, accumulated vacation leave according to this policy. Unused, accumulated sick leave will not be paid upon termination of employment. Separation from employment, whether voluntary or involuntary, must be handled in a responsible manner by all individuals involved.

3.11.1.3.1 Notice of Separation

Employees who voluntarily leave the University are expected to provide written advance notice. Minimum requested notice is two weeks for regular employees and 10-month employees and one week for part-time employees.

3.11.1.3.2 Return of University Property and Satisfying Financial Obligations

Individuals who terminate employment must return all University property. These items are to be returned to the appropriate supervisor or Human Resources. The individual is also responsible for satisfying all financial obligations on or before the last workday. Examples include, but are not limited to:

1. Identification cards, keys to buildings, vehicles, and equipment;
2. Beepers, pagers, cellular telephones, and other communications equipment;
3. Policy manuals, handbooks, and other confidential material;
4. Books and other materials owned by the University, library books, computers, software, documentation, supplies, and other computer-related materials;
5. Uniforms and tools issued by the University;
6. Credit, telephone, and other cards; and
7. Tuition grants, outstanding advances, library and parking fines.

Supervisors and managers are responsible for ensuring that all University property is obtained from terminating employees and financial obligations are satisfied.

3.11.1.3.3 Access to Computerized Information Systems

Upon notice of termination, supervisors must make appropriate arrangements to discontinue an employee's password and/or access to all University information systems. This may include but is not limited to financial, employee, departmental local area networks and student information systems.

3.11.1.3.4 Payment of Leave

Employees will be paid for unused, accumulated vacation leave, when terminating employment with the University in accordance with applicable federal, state or local laws. Hours paid cannot exceed the maximum leave accrual of 264 hours. No payment will be made for unused sick leave.

3.11.1.3.5 Termination Paperwork Deadlines

3.11.1.3.5.1 Involuntary Termination

Departments must hand deliver termination paperwork to Human Resources prior to the end of the affected employee's final day of employment.

3.11.1.3.5.2 Voluntary Termination

Departments must deliver completed paperwork to Human Resources within three days of the date the notice of termination is received.

3.11.1.3.5.3 Deceased Employees

Departments should complete and forward termination paperwork to Human Resources within 24 hours after being notified of the death of an employee.

3.11.1.3.6 Responsibility

All departments shall follow the University's Termination of Employment policy and the procedures outlined above. Employees are responsible for providing advance notice of voluntary termination and for settling outstanding financial obligations and returning University property before leaving employment.

3.11.1.3.7 Resource

Contact Human Resources with questions or if more information about this policy is needed. Refer to the policy on Progressive Discipline for information on involuntary terminations.

3.11.1.4 References Following Separation of Employment

Former employees of the University seeking to have personnel records or employment references from University personnel forwarded to prospective employers or schools must first submit a written request for release of the information or documents to Human Resources.

Supervisors should not respond to verbal requests for references and should refer such requests to Human Resources.

3.11.2 Faculty Separation and Disciplinary Measures Policies

See Article 10 of the Faculty Collective Bargaining Agreement (Volume IV-A, Subsection 4A1.1.10) and Section 4.7 of Volume IV.

3.11.2.1 Collective Bargaining Unit Faculty Employment Phase-Out

See Article 15, Section 11 of the Faculty Collective Bargaining Agreement (Volume IV-A, paragraph 4A1.1.15.11).

3.12 Grievance Policies

3.12.1 Administrative and Staff Employee Dispute Resolution Policy

The University's dispute resolution policy provides employees with a systematic review process to help resolve complaints about inappropriate treatment or actions that have not been resolved.

Every employee should discuss and attempt to solve disputes with the immediate supervisor or department head. If the issue cannot be resolved within the department, the employee may contact Human Resources.

3.12.1.1 Eligibility

All University administrative and staff employees are eligible to seek formal dispute resolution, except the following:

1. Newly hired, evaluation period employees;
2. Senior executives;
3. Faculty; and
4. Temporary employees.

Employees who believe they have been discriminated against or harassed in violation of University equal employment, affirmative action or sexual harassment policies should contact the Equity Officer or the Director of Human Resources. The University maintains a separate dispute resolution process for discrimination and sexual harassment cases in accordance with the University's Equal Employment and Sexual Harassment Policies.

3.12.1.2 Timing

Human Resources must receive written notice of a dispute within 30 calendar days of the disputed event.

3.12.1.3 Departmental Problem Resolution

An employee will first seek informal problem resolution with the supervisor. If the dispute specifically involves the supervisor, the employee will discuss the problem with the next level of management.

The supervisor or higher level manager in consultation with Human Resources will investigate the complaint and take steps to resolve the problem. Supervisors and managers are strongly

encouraged to resolve disputes within the department. The supervisor or higher level manager will document the issue, steps taken to attempt to resolve the problem, and the outcome. A written response will be presented to the employee.

If the employee believes the problem has not been resolved within the department, the next level of dispute resolution is available.

3.12.1.4 Human Resources Level Dispute Resolution

All dispute resolution must be initiated within 30 calendar days of the event with the Human Resources representative designated to hear disputes. The representative will notify the employee's department that a dispute has been filed. Employees who notify the Director of Human Resources will not be subjected to any reprisal for good faith reporting of any disputes.

The Human Resources representative will facilitate communication about the dispute between the employee and the department. The representative and the department will investigate the problem and take steps to attempt to resolve the complaint.

A written response to the dispute will be given to the employee by the appropriate Human Resources representative within 30 working days of the date the dispute was filed, unless additional time is needed in which case the employee will be informed of the expected date of response.

3.12.1.5 Responsibility

Employees, supervisors, department heads, Human Resources, the Dispute Resolution committees and hearing boards, hearing officers, the Vice President and President are responsible for performing the tasks and duties outlined in this policy. Any dispute concerning proper procedures or standards under this policy is to be resolved by the Vice President or President in consultation with the Director of Human Resources.

3.12.1.6 Resource

Contact Human Resources if with questions about this policy or if more information is needed.

3.12.2 Faculty Grievance Policy

See Article 8 of the Faculty Collective Bargaining Agreement (Volume IV-A, Subsection 4A.1.1.8).

2.12 Appendix 3.3.7.1: Employees with Disabilities Policies and Procedures Manual

Formal Procedures to Request Accommodations

Saint Leo University recognizes that the decision to self-identify any disability is a personal one and we respect an individual's decision not to do so. The University does, however, encourage all individuals with disabilities to self-identify and provide supporting documentation. It is, however, the responsibility of the applicant or employee with a disability to inform the employer that an accommodation is needed to participate in the application process, to perform essential job functions, or to receive equal benefits and privileges of employment. An employee with disabilities should tell one of the following: an immediate supervisor, Human Resources personnel, or the Director of Disability Services. The individual will be referred to this manual or the Director of Disability Services.

To be eligible for reasonable accommodations, an employee must complete the Identification of Disability Form and turn in appropriate documentation that explains the functional limitations of the individual. Once the documentation is reviewed, the Director will meet with the employee to clarify what the individual needs and together will agree on appropriate accommodations. For information about job accommodations for employees with disabilities, an excellent resource is Job Accommodation Network (<http://janweb.lcdi.wvu.edu>).

Once accommodations are approved, a confidential letter is sent to the appropriate supervisor informing the supervisor of the approved accommodations. It is the responsibility of the supervisor to ensure that the accommodation is implemented.

Required Documentation:

The Office of Disability Services provides reasonable accommodations for individuals with documented disabilities. Individuals must provide sufficient documentation of disability before services or accommodations can be provided. Documentation must contain a diagnosis of the specific disability, an explanation of the functional limitations, and a rationale for requested accommodations. Testing must be current. Therefore, we strongly encourage individuals to include documentation that has been completed within the last three years, especially for disabilities that fluctuate throughout an individual's life. Older documentation may not be acceptable. Because the provision of all accommodations and services is based on an assessment of the impact of the individual's disabilities on the individual's performance, it is in the individual's best interest to provide recent and appropriate documentation.

1. Employee with a Physical, Visual, Speech or Medical Disability: Documentation shall include a copy of medical reports and/or a letter from a physician stating specific diagnosis, prognosis, medications, if applicable, and the functional limitations for the individual.
2. Employee with a Hearing Loss: Documentation must include an audiogram showing the extent of the loss and the functional limitations to the individual.

3. Employee with a Mental Impairment:⁵ Documentation shall include a statement from a licensed mental health practitioner and a statement of medication from the prescribing psychiatrist. The report shall include summaries of the following:
 - a. Diagnostic interview;
 - b. Assessment of mental status including test results;
 - c. DSM IV diagnosis; and
 - d. Functional limitations.
4. Employee with a Learning Disability or an Attention Deficit Disorder: Documentation must be provided by a professional experienced in diagnosing learning disabilities, preferably a licensed psychologist who will provide a psycho-educational evaluation. In addition, so that the Office of Disability Services can best meet an individual's needs, it is important that documentation include the following information:
 - a. A standardized measure of general intelligence, preferable the WAIS-R;
 - b. Results of academic achievement tests;
 - c. Results of specialized testing in perceptual, processing, and motor skills (as appropriate);
 - d. A case history including parent, teacher, and student input;
 - e. Functional limitations; and
 - f. A description of recommended accommodations.

Saint Leo University has the right to review documentation and determine individual accommodations and services. The Director of Disability Services reserves the right to require additional information from the individual, at the individual's cost, if documentation is not sufficient. Previous provision of service, or lack of it, does not guarantee or preclude university services.

Reasonable Accommodations Available to Employees with Disabilities

A reasonable accommodation is a modification or adjustment to the job, the work environment, or the way things are done that enables a qualified individual with a disability to enjoy an equal employment opportunity. The ADA requires reasonable accommodation in three aspects of employment:

1. To ensure equal opportunity in the application process;
2. To enable a qualified individual with a disability to perform the essential functions of a job; and
3. To enable an employee with a disability to enjoy equal benefits and privileges of employment (EEOC Technical Assistance Manual).

Determination of reasonable accommodations will be made on a case by case basis. Individuals may appeal the decision of the Director of Disability Services (see the Appeal Process).

⁵ E.g., Emotional/Psychological Disorder.

Appeal Process

If an individual follows proper procedures and is still denied an accommodation, the individual may wish to appeal the decision. The appeals process follows:

1. The individual must submit an appeal, in writing, to the Human Resource Director within 10 working days of when the accommodation was denied. The appeal shall include a statement of the requested accommodation and an explanation of why the accommodation is needed.
2. The Human Resources Director will assemble a panel to review the appeal within 10 working days of its filing. The review panel will include the individual's immediate supervisor and the appropriate dean or director.
3. The panel will review the individual's appeal and the explanation for denial and make a decision to uphold or reverse the decision.
4. To appeal the panel's decision, the individual must send a letter of appeal to the appropriate Vice President within 10 working days of receiving the decision. The Vice President will examine the appeal and the procedure and communicate the final decision.
5. For further action, the individual should contact the Regional Office of Civil Rights.

Confidentiality

The Office of Disability Services recognizes and honors the importance of the confidentiality of documents containing disability-related information. Section 504 of the 1973 Federal Rehabilitation Act guarantees this confidentiality, but recognizes that there are situations where releasing partial information to appropriate individuals is in the best interest of the individual. Information may be released at the discretion of the Director of Disability Services when there is a compelling reason that the information is necessary to best accommodate the needs of an individual.

The Office of Disability Services will send a confidential letter to the immediate supervisor concerning the approved accommodation(s) for the employee or applicant. A copy of the letter will become part of the confidential file housed in the Office of Disability Services. It will not become part of the personnel file.

Availability of Services Contract

I, _____, have read the Saint Leo University Policies and Procedures Manual for Employees with Disabilities, including the section entitled Formal Procedures to request accommodations. I understand the accommodations and services offered at Saint Leo University as well as the documentation required to receive services. I am also aware of the proper procedures I must follow to request and receive accommodations. I realize that if I do not follow these policies and procedures in the required timeframe, services and accommodations may not be provided.

Signed _____

Date _____

Identification of Disability Form
Office of Disability Services
Employee Request for Accommodations

Name: _____ Current Employee or Applicant (circle one)

Location: _____

Supervisor _____

Job Title: _____

Date of Request _____

Reported Disabilities: _____

Requested Accommodations: _____

What evidence of disability has been or will be provided?

Service Provider:	Type of records:	Date received:
1.	1.	1.
2.	2.	2.
3.	3.	3.

Employee: do not write below this line

Eligibility Determination _____

Is there a disability present? _____

NO Date employee notified: _____

YES Disability _____

Is the person "otherwise qualified" for the job in question? YES NO

If NO, on what basis was the rejection made? _____

If YES, what accommodations will be provided? _____

Signatures indicate agreement:

Requesting individual: _____ Date _____

Director of Disability Services _____ Date _____

Director of Human Resources _____ Date _____

Please submit form to:

Director of Disability Services
 Lewis Hall, Room 125
 P.O. Box 6665, MC 2010
 Saint Leo, FL 33574

Disability Verification Forms

TO THE DIAGNOSTICIAN: The Office of Disability Services at Saint Leo University requires that a psychological disorder be documented by a psychiatrist, licensed psychologist, or neurologist who have had training and experience in the diagnosis of such disorders. Medical disabilities must be diagnosed by the appropriate specialist.

1. Patient: _____
2. Diagnosis _____
3. Date of Diagnosis: _____ Date of last patient contact: _____
4. Assessment Procedures Used: _____
5. Describe the impact of the disability on a major life activity (e.g. Learning/ test taking)

6. Co-existing Disability Diagnosis: _____

(If Learning Disability, please enclose a psycho-educational evaluation report.)

7. Prescribed medication(s) _____

8. Please list functional limitations and SUGGESTED accommodations appropriate for the work environment of this individual. Each accommodation must be explicitly supported by the diagnostic information. FINAL DECISIONS REGARDING AN INDIVIDUAL'S ELIGIBILITY FOR ACCOMMODATIONS WILL BE DETERMINED BY THE DIRECTOR OF DISABILITY SERVICES.

Please attach an interpretive summary containing any information that would assist the Director of Disability Services in making decisions about accommodations. The summary should include, but is not limited to, information that will help the patient become eligible for accommodations.

Diagnostician Information

.....

Print Name: _____ Date _____

Signature _____ License # _____

Address _____

Phone _____ Fax _____

Please return form to:
Director of Disability Services

TO THE DIAGNOSTICIAN: The Office of Disability Services at Saint Leo University requires that Attention Deficit/Hyperactivity Disorder be documented by psychiatrists, licensed psychologists, neurologists, family practice or general physicians who have had training and experience in the diagnosis of ADHD.

- Please attach an interpretive summary containing any information that would assist the Director of Disability Services in making decisions about accommodations. The summary should include, but is not limited to, information that will help the patient become eligible for accommodations.

Print Name and Title _____ Date: _____

Signature _____ License _____

Address _____

Phone _____ Fax _____

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Learning Disabilities Documentation Checklist

Please use this checklist to insure that your documentation meets the following criteria.

Learning Disabilities:

- ☐ Testing must be comprehensive.
 - ☐ Aptitude
 - ☐ Achievement
 - ☐ Information Processing
- ☐ Testing must be current (within 3 years).
- ☐ There must be clear and specific evidence of a learning disability.
 - ☐ Split between performance IQ and Verbal IQ
 - ☐ One standard deviation between achievement and IQ/process and IQ
- ☐ Test scores/ data must be included (preferably standard scores)
- ☐ Testing must be performed by a qualified professional.
- ☐ The assessment instruments must be appropriate for the population.
- ☐ Diagnostic report must include a summary based on a comprehensive evaluation:
 - ☐ Evaluator has ruled out alternative explanations for academic problems.
 - ☐ Indication of how patterns of cognitive ability, achievement, information processing reflect the presence of a learning disability.
 - ☐ The degree to which the learning disability impacts the individual in the learning context.
 - ☐ Indication as to why specific accommodations are needed and how the effects of the disability are accommodated.

Attention Deficit Disorder Documentation Checklist

Please use this checklist to insure that your documentation meets the following criteria.

Attention Deficit Disorder:

- ☐ Assessment must be current (within 3 years).
- ☐ Assessment must include:
 - ☐ List of questionnaires, interviews and observations used to identify the ADD behaviors.
 - ☐ Summary should include information regarding onset, longevity, and severity of the symptoms.
 - ☐ Complete psycho-educational or neuropsychological evaluation, including a cognitive assessment with a report of data and interpretation of data (standard scores).
 - ☐ Information concerning the impact of ADD on the educational setting, including functional limitations.
 - ☐ Medication history and current recommendations regarding medication.
 - ☐ The exact DSM-IV diagnosis and identification of the DSM-IV criteria.
 - ☐ List of appropriate accommodations and how the effects of disability are accommodated.
 - ☐ Information concerning co-morbidity.
 - ☐ Qualified professional must conduct the evaluation.

Tests for Assessing Adults

When selecting a battery of tests, it is critical to consider the technical adequacy of instruments, including their reliability, validity, and standardization on an appropriate norm group. The professional judgment of an evaluator in choosing tests is important. The following list is recommended as a resource but is not intended to be definitive or exhaustive.

1. Aptitude/Cognitive Ability:
 - a. Wechsler Adult Intelligence Scale-III (WAIS-III);
 - b. Woodcock-Johnson-III- Test of Cognitive Ability;
 - c. Kaufman Adolescent and Adult Intelligence Test;
 - d. Stanford-Binet IV.
2. Academic Achievement:
 - a. Scholastic Abilities Test for Adults (SATA);
 - b. Stanford Test of Academic Skills (TASK);
 - c. Woodcock-Johnson-III-Tests of Achievement;
 - d. Weschler Individual Achievement Test (WIAT).
3. Specific Achievement Test:
 - a. Nelson-Denny Reading Test;
 - b. Stanford Diagnostic Mathematics Test;
 - c. Test of Written Language-3 (TOWL);
 - d. Woodcock Reading Mastery Tests-Revised.
4. Information Processing:
 - a. Detroit Tests of Learning Aptitude-3 (DTLA);
 - b. Detroit Test of Learning Aptitude- Adult (DTLA-A);
 - c. Information from subtests on WAIS-R or Woodcock-Johnson-III;
 - d. Test of Cognitive Ability.

Volume IV

Faculty Personnel Policies

4.0 Introduction

Volume IV contain general policies and procedures relating to faculty members and faculty status which are intended to guarantee for the institution a faculty of as high a quality as possible and for the individual faculty member a maximum degree of fairness. Volume IV is incorporated by reference into the appointment contracts of each faculty member. Where the terms and provisions of an individual appointment contract of a faculty member are inconsistent with the general policies contained in the volumes, the provisions of the individual appointment contract shall control. Should there be any misapplication, misinterpretation, or violation of specific provisions in this Volume, the faculty member involved shall report the circumstance to the Vice President of Academic Affairs. The administrative or staff responsibilities of faculty members with administrative or staff duties are specified in the individual appointment contracts of such faculty members.

4.1 Definition of Faculty Status, Faculty Rank, and Criteria for Promotion in Rank

4.1.1 Faculty Status

4.1.1.1 Full-time Faculty

A full-time faculty member is an employee of Saint Leo University who is qualified for appointment to one of the academic ranks listed in Subsection 4.1.2. Full-time faculty members ordinarily have full-time teaching duties or have teaching and other duties (e.g., research, academic administration, counseling, library duties) equivalent to a full-time teaching load and fulfill the duties and responsibilities of a faculty member. Tenured Assistant, Associate, and Professors are eligible to apply for sabbaticals (see Subsection 4.9.3). They are full voting members of the faculty. A Full-time faculty member may be appointed pursuant to a term, tenure track, non-tenure track, or tenure contract (see Subsection 4.2.1). A doctorate degree is required for all tenure and tenure-track positions.

4.1.1.2 Adjunct/Per Unit/Per Course Faculty Members

An Adjunct, Per Unit, and Per Course faculty member is employed pursuant to a term appointment (see paragraph 4.2.1.1) and carries the rank of Lecturer. The adjunct and annual contract faculty member's (15-16 week) workload is 10 courses per year maximum. No more than 4 courses may be taught by an adjunct in any semester. The adjunct and annual contract faculty (8 week, 5 or 6 term) load is 10 courses per year maximum with no more than 2 courses taught in any term. Such faculty usually have no other faculty duties or responsibilities (i.e., committee obligations, advisement), except for those specified by their department. They do not accrue time towards sabbatical.

4.1.1.3 Administrators with Faculty Rank

Administrators with faculty rank are those full or part-time personnel who function in an instructional capacity outside the classroom), or those who perform a combination of faculty, staff, and professional duties. They are subject to all responsibilities and standards of teaching performance that apply to other full-time or part-time faculty and receive the same academic freedom as other faculty members. With regard to the non-academic aspects of their duties, they are governed by the provisions of Volume V (Personnel Policies for Administrators and Staff) of the Policy Manual.

4.1.1.4 Special Appointment Faculty

4.1.1.4.1 Artist/Writer/Scholar-in-Residence Faculty

Saint Leo University may appoint artists, writers, scholars, and other distinguished individuals to the special faculty status of Artist/Writer/Scholar-in-Residence faculty. Such appointments are awarded for a specific period of time and may be full-time or part-time depending upon the needs of Saint Leo University. They are appointed by the Vice President of Academic Affairs after consultation with the appropriate department chair and dean and approved by the President. All such faculty are hired on term appointments for a limited period of time with no intent of on-going employment. Such appointments may be full-time, part-time, or per-course based on the needs of Saint Leo University.

4.1.1.4.2 Professor Emeritus

The rank of Professor Emeritus may be assigned to Assistant, Associate, or Full Professors who have retired from their teaching responsibilities at the University after ten or more years of service to the University. A Professor Emeritus is so designated and appointed by the President upon the recommendation of the Vice President of Academic Affairs. A Professor Emeritus will continue to have full use of the library and the library loan activities. A Professor Emeritus shall continue to have access to tickets for concerts, theatrical productions, athletic events, and other discounted services at the same cost as normally charged to active faculty members. No compensation accrues by virtue of this rank, unless the Professor Emeritus accepts a pro-rata or temporary full-time teaching contract. In such instances, supplementary benefits, if any, will be set forth in the contract.

4.1.1.4.3 Visiting Faculty

See Article 10, Section 3 and Article 2, Section 4 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.1.2 Faculty Rank and Criteria for Promotion in Rank

Saint Leo University appoints and retains faculty members with the ranks of Instructor, Assistant Professor, Associate Professor, and Professor. Each faculty member must fulfill the rights and responsibilities outlined Section 4.8. New faculty members are appointed by the Vice President of Academic Affairs after consultation with the appropriate department chair and dean and approved by the President. All tenure-track and non-tenure-track full-time faculty appointments

require a search in compliance with the University's Equal Employment Opportunity policies (see Volume II, Subsection 2.1.1); however, as stated above, the search committee and dean recommendations are not binding on the Vice President of Academic Affairs.

Faculty members may be pro-rata or full-time employees of the University. Except in unusual circumstances, a full-time faculty member teaching at the University College location shall teach 12 hours per semester and 24 hours per year. Except in unusual circumstances, full-time continuing education faculty shall teach 15 credit hours per year and advise students up to 25 hours per week. In some cases, the Vice President of Academic Affairs, in consultation with the school dean and appropriate department and with the mutual consent of the faculty member, may reassign a full-time faculty member from teaching responsibilities to administrative or other appropriate activities equivalent to some part or all of the teaching load.

4.1.2.1 Instructor

Instructors may serve on full-time or part-time contracts. Instructors must hold a minimum of an appropriate master's degree from a recognized accredited graduate institution or its equivalent (e.g., professional recognition) in the field being taught. Instructors may be hired on term contracts of varying lengths. Instructors may teach part-time or full-time loads. Service as an instructor does not count in years of service toward tenure at Saint Leo University.

4.1.2.2 Assistant Professor

Faculty appointed to the rank of Assistant Professor must hold a doctorate from a regionally accredited institution of higher education. Assistant Professors may hold full-time or part-time teaching contracts. Faculty appointed at this rank may be appointed to tenure track or non-tenure track contracts. All years of full-time teaching at this rank count toward years of service towards tenure or other full-time longer term contracts.

4.1.2.3 Associate Professor

An Associate Professor must hold a doctorate degree from a regionally accredited institution of higher education; must provide evidence of sustained, outstanding teaching; must show evidence of developed scholarship or professional development activities (such as publication in refereed professional journals, significant successful curriculum development or noteworthy performance in the creative arts); and must show evidence of documented and evaluated community service activities consistent with the mission and values of Saint Leo University.

Except in unusual circumstances, a minimum of five years teaching experience at the rank of Assistant Professor is required for faculty promoted to or appointed to this rank. Faculty promoted to this rank, except in unusual circumstances, will have a record of no less than four years teaching at Saint Leo University at the Assistant Professor level. Any exceptions to the normal time in rank qualification shall be recommended to the Vice President of Academic Affairs by the appropriate dean prior to the initial contract offer. The Vice President of Academic Affairs shall review such a request and forward it to the President with a recommendation. Only the President shall grant an exception should the President deem it appropriate. Faculty appointed at this rank may be appointed to tenure track or non-tenure track contracts.

4.1.2.4 Professor

A Professor must possess an earned doctorate degree from a regionally accredited institution of higher education and must provide:

1. Evidence of and record of sustained, documented exemplary teaching; and
2. Evidence of mature sustained scholarship or widely acclaimed professional development that has been recognized by the appropriate professional bodies outside of the University; and
3. Evidence of distinguished faculty leadership and service to the students and the Saint Leo community in a manner consistent with the goals and values of Saint Leo University.

Except in unusual circumstances, full professors shall have a minimum of ten (10) years accumulated teaching experience with no fewer than five (5) years teaching experience at Saint Leo University at the rank of Associate Professor before being considered for promotion to this rank.

Any exceptions to this normal time in rank/experience requirement shall be recommended to the Vice President of Academic Affairs by the appropriate school dean. The Vice President of Academic Affairs shall review such a request and forward it with Vice President of Academic Affairs' recommendation to the President who is responsible for making the final decision.

Faculty appointed to or promoted to this rank may serve on tenure or non-tenure contracts.

4.2 Policies Pertaining to Faculty Appointments

4.2.1 *Types of Appointment Agreements*

4.2.1.1 Term Appointments

Term appointments are issued for a clearly defined, limited period to part-time, adjunct, per-course, visiting, and special appointment faculty members. There is no right or expectation of appointment renewal. Term appointment agreements may also be issued to full-time faculty members in special circumstances with the approval of the Vice President of Academic Affairs for short-term curricular needs of the University. Term appointment agreements are also used for summer term teaching if not a part of the academic year load.

4.2.1.2 Tenure Track Appointments

See Article 10, Section 1 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.2.1.3 Non-Tenure Track Appointments

Faculty members hired in non-tenure track lines are hired for initial terms of one year; but, after four successive one year terms, shall be reappointed for three year terms of teaching service.

4.2.1.3.1 Moving to Tenure Track

See Article 10, Section 3 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.2.1.4 Tenure Appointments

See Article 10, Section 2 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.2.2 Locus of Appointments

All faculty appointment agreements have as the locus of their appointment the Department of Saint Leo University that is stated in the appointment.

4.3 Guidelines for the Appointment and Orientation of Faculty and Department Chairs

4.3.1 New Faculty Appointment Guidelines

The Vice President of Academic Affairs will consult with the appropriate School Dean, Department Chair, and School Faculty in the appointment of new faculty to the University; but the Vice President of Academic Affairs will not, in any respect, be bound by any recommendation of a School Dean or faculty committee. Appointments to the faculty of the University will be made by the Vice President of Academic Affairs in consultation with the President of the University. The normal full time faculty appointment is for nine months or the conclusion of the academic year for which the appointment is made. For purposes of tenure and promotion, faculty members hired after the start of the academic year and who begin their duties no later than the beginning of the second semester, will count that entire academic year as service. Criteria for initial rank will be the same as those outlined in Subsection 4.1.2.

Faculty may be appointed to term, tenure track, or non-tenure tract faculty positions. The process for review of teaching is the same in both cases. Non-tenure track and term faculty members are protected by the same academic freedom regulations as tenure track faculty. Faculty members hired in non-tenure track lines are hired for initial terms of one year; but, after four successive one year terms, shall be reappointed for three year terms of teaching service.

4.3.1.1 Hiring and Clearance Procedures

Saint Leo University is committed to finding and hiring the most qualified faculty members to fill vacant positions. To ensure that this occurs, the guidelines below are used for requesting, advertising, interviewing, clearing, and hiring new full-time faculty members. Certain principles govern this process:

1. The addition of any new faculty line, rather than a replacement position, will mean budgetary approval of the new faculty line to justify the need for the position.
2. Except in extraordinary circumstances, all searches will be authorized only at the Assistant Professor entry level.

3. Every search request will be examined against the statement of Vision and Goals for the department and the University.
4. Consideration of search requests will take into account a variety of factors, including enrollment patterns and teaching needs, programmatic impact within the department, the relationship of the position to other departments and programs in the University, and the potential to obtain external support for curricular development if such curricular development is anticipated by the additional post.

4.3.1.1.1 Position Requests

Position requests shall present a comprehensive analysis that takes into account both the qualitative dimensions of the academic programs and the quantitative dimensions related to enrollment trends in curricular offerings. Each request for a new or replacement position shall address the following items, and a copy of a departmental annual report and goal oriented unit plan shall be attached. Both the department chair and dean must address these and below items.

1. What is the vision in the department for its program and faculty for the coming year? What short term and long-term goals does the department have for its own development?
2. How does the position relate to other positions in the department and to the department's curriculum and/or professional development agenda? What contribution does the department anticipate a new faculty member will make in teaching and in professional development? If appropriate to the position, what potential exists for the new faculty member to obtain external support? A clear presentation of the size of the faculty in the areas of specialization within the school shall be included here.
3. Are there any anticipated changes, such as retirement, projected in the department over the next three years?
4. What are the departmental recent (past three years), current, and projected enrollments? What are teaching and advising needs in this department?
5. What is the assessment of the quality of teaching, curriculum, and research in the department making the request? How will this new person enhance each of those areas?
6. What explicit plan does the department and school have for providing professional development and mentoring in both teaching and professional development for the new faculty member?
7. What are the existing and potential links of this position with other faculty and programs in the University? What would be the impact of not filling this position on other departments and programs? It would be useful and informative here to include statements from those departments whose programs would be affected by a new faculty member.
8. What special costs and needs will be associated with filling this position? Will filling this position entail additional space, library, or computing needs?
9. What process was used in the school to develop the position request? What consultation occurred across disciplines within the school?

4.3.1.1.2 Hiring Procedures

Following the review established above:

1. The Vice President of Academic Affairs will notify the Human Resources Office and the appropriate dean once approval for a full-time faculty position is obtained from the President.
2. The dean will then contact the Human Resources Office to place the advertisement. The draft of the advertisement is forwarded to the appropriate dean and the Vice President of Academic Affairs for review and final approval.
3. A search committee will be selected by the dean in conjunction with the Department Chair. They are to ensure that at least one member of the search committee is from outside the school. In cases where the position is at a center, center personnel must be on the search committee.
4. Human Resources will forward full-time faculty candidate résumé packages to the appropriate search committee chair along with the approved salary range for the position. After phone interviews, the search committee will determine a final group of candidates to be considered for on-site interviews.
5. It is the responsibility of the search committee chair to coordinate with Human Resources to make sure that final candidate résumé packages are complete. The résumé packages must include the following:
 - a. Verbal Offer Request Form;
 - b. Résumé;
 - c. References;
 - d. New Faculty Clearance Form (completed). The Faculty Teaching Clearance Form is completed and approved by the appropriate department chair and dean. The Faculty Teaching Clearance Form includes the teaching discipline and must include the graduate coursework listed on the form along with cleared courses.
 - e. Official transcripts;
 - f. Authorization for the background investigation;
 - g. Values essay.
6. The search committee will schedule on-site interviews for all final candidates. Interviews will be scheduled with the search committee, dean of the school, Vice President of Academic Affairs, President, and other appropriate individuals. Candidates must also give at least one formal presentation to the committee and, where possible, to students and others invited by the committee. During the interview process, all final candidates will be notified that any job offer is contingent upon successful completion of the background check. See Volume III, Subsection 3.1.1 for additional information.
7. Upon the completion of on-site interviews, the search committee will submit the final recommendation on a Verbal Offer Request Form along with the completed résumé package to the Dean for approval/signature. The Dean will then submit the Verbal Offer Request Form and completed résumé package to the Vice President of Academic Affairs for approval.

8. The Vice President of Academic Affairs will obtain a Human Resources review. Upon completion of the Human Resources review, the Vice President of Academic Affairs or designee will extend a verbal offer to the final candidate.
9. Upon acceptance of the verbal offer, a formal offer/confirmation letter will be issued to the candidate by the Vice President of Academic Affairs.
10. The new hire official package (signed offer letter, résumé, official transcripts, and faculty clearance form) will be forwarded to the Personnel Coordinator for entry into the Datatel faculty module.
11. The official faculty file will be set up and maintained in the Office of Academic Affairs.

4.3.2 Department Chairs Appointment Guidelines

The dean will consult with the faculty in the appointment of department chairs, but the dean will not, in any respect, be bound by any recommendation. The dean shall recommend faculty as department chairs to the Vice President of Academic Affairs, who has the final authority and responsibility to name the Department Chair. Department Chairs are, except in unusual circumstances, appointed for three-year terms. Ideally, all members of a department should have an opportunity to serve as Department Chair on a rotational basis.

The chair reports directly to the dean of the respective school. The chair provides the academic leadership and supervision for the department and is responsible for all administrative activities necessary to its efficient operation. Specific responsibilities are as follows:

1. Prepare, submit, and supervise annual department budget.
2. Review and submit all department course schedules after consultation with chair colleagues and with dean.
3. Review and submit all department-related catalog materials.
4. Assist in the development of marketing and recruiting materials related to the department.
5. Conduct department meetings as needed.
6. Mentor and supervise probationary faculty.
7. Identify and recommend appointment of adjunct faculty in the department at all on- and off-campus locations.
8. Participate in the annual evaluation of faculty within the department, as defined in the Faculty Agreement, and of all off-campus faculty.
9. Monitor and ensure compliance with SACS criteria and other external agency criteria, as applicable to the department.
10. Supervise preparation of curriculum guides and sample syllabi and update yearly on website.
11. Maintain a course syllabus file for all courses offered in the department.
12. Review and approve all graduation applications of students in the department.
13. Ensure that library holdings are appropriate to the needs of students and faculty in the department.

14. Periodically review all courses taught in the department at all sites (on campus and off campus), providing coordination of course offerings across the University.
15. Coordinate activities of all students interning through the department.
16. Shepherd any curricular changes through the Saint Leo University process for changing or adopting new courses or programs.
17. Coordinate, develop, conduct, and report annual Institutional Effectiveness Plans (IEPs) and outcome evaluation of the department's goals and objectives, with input and assistance from other department faculty.
18. Encourage faculty development and improvement of instruction.
19. Encourage intra-departmental, inter-departmental, and intra-University communication and activities.
20. Work with the University's Office of Admissions in the recruitment and retention of FTIC and transfer students.
21. Undertake other reasonable, professional, and academically related duties as requested by the dean.
22. Participate in the hiring of full-time faculty in the department.
23. Approve faculty teaching clearances.

Compensation of chairs in terms of course reductions and additional stipends depends upon the number of faculty in the department, the number of students taught, and majors and special department needs. Compensation is set by the Vice President of Academic Affairs in consultation with the dean and chair.

4.3.3 Orientation Process

Orientation for new faculty is conducted at the beginning of the fall semester. The program focuses on the history and mission of the University and provides an opportunity for touring the campus, meeting appropriate administrators, faculty, and staff, and being introduced to procedures and policies of the University, including detailed information about promotion and tenure policies and procedures.

Newly hired faculty members at the University receive the following packet of information before they begin work as part of the orientation process:

1. Appointment letter from the President of the University that contains important information and instructions, together with a signed copy of the faculty member's contract.
2. I-9 Employment Eligibility Verification Form.
3. W-4 Tax Form.
4. Emergency Notification Form.
5. Background check consent forms and background reports (See Volume III, Subsection 3.1.1).

6. The University may request pre-employment medical testing where necessary or required by law.

No later than the first day of work, the faculty member will meet with Human Resources to complete the employment paperwork and to review eligibility for benefits.

4.4 Faculty Personnel Records

See Article 5, Section 1 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.5 Annual Review Policies

4.5.1 Introduction

Saint Leo University's preeminent criterion for faculty is teaching excellence. Indeed, one of the conditions of employment at Saint Leo is that each new faculty person is asked to commit to constantly work toward that goal.

In addition, scholarly endeavors and professional development are encouraged and are critical to developing excellence in teaching.

Also, given that community is one of the University's core values, emphasis is also placed on service to students, to the department, and to the University; however, service may also include service to the larger community that enhances the University's image in ways consistent with its values.

In turn, Saint Leo regularly evaluates teaching performance, professional development, and community service, and ultimately uses those evaluations to determine whether new faculty should be retained on a continuing contract and/or promoted.

The best method of presenting evidence of the faculty member's performance in each of the three areas to be evaluated is a performance portfolio.

4.5.2 Formal Annual Review Process

The formal review process includes the following steps:

1. In the spring term, but no later than April 30, faculty members must meet personally with their respective dean to review drafts of their portfolios and make necessary changes or additions as suggested. Prior to that, meetings with the respective department chairs are strongly recommended.
2. On or before May 15, faculty members submit to their dean the final drafts of their portfolios.
3. During that time, but no later than May 30, the dean and the department chair meet to evaluate each faculty member's work in the areas of teaching, professional and scholarly growth, and institutional and community service. Together they will give the faculty member a rating of "outstanding," "good," "needs improvement," or "unsatisfactory."
4. On or before June 1, the dean will provide an evaluation to the faculty member and will forward to the Vice President of Academic Affairs:

- a. A copy of the faculty member's evaluation of those faculty members under review;
- b. A recommendation for re-appointment or termination; and
- c. The faculty members' portfolios.

4.5.3 Contents of the Portfolio

The portfolio must contain the following items:

1. The first item that shall go into the portfolio is the faculty member's personal evaluation of the faculty member's own performance as a faculty member in terms of teaching, professional, and scholarly growth, and institutional and community service.

In other words, the very first entry is the faculty member's own personal evaluation of the faculty member's teaching performance. This shall include goals set, and the extent to which the faculty member achieved these goals.

It must also include the faculty member's own objective assessment of the areas in which the faculty member needs to improve, and an itemized list of steps the person intends to take to achieve those improvements.

As documentation, the faculty member shall include an updated copy of the faculty member's curriculum vitae.

2. Second, the portfolio shall include narrative describing the faculty member's teaching, followed by appropriate documentation. The narrative shall include reference to all aspects of the faculty member's teaching, but the documentation shall be select and limited, highlighting key components.

Documentation shall include copies of student evaluations (a representative sample is sufficient); a copy of the department chair's in-class evaluation(s) of the faculty member; a copy of the dean's or center director's in-class evaluation(s); and, if the faculty member so chooses, a copy of a peer's evaluation(s) of the faculty member's teaching performance. ("Peer" is here understood to mean a colleague.)

3. Third, the portfolio shall include narrative describing all aspects of the faculty member's professional development and scholarly growth for the current academic year, followed by appropriate documentation.

(For example, if the faculty member presented at a conference, a copy of *only* the program page on which the presentation is listed shall be included. Do not include the entire program. If a faculty member published an article in a referred journal, *only a copy of the article itself*, not the entire journal issue, should be included.)

4. Fourth, the portfolio shall include narrative describing the faculty member's community service, followed by appropriate documentation.
5. Finally, a copy of the department chair's letter of evaluation and a copy of the dean's letter of evaluation must be inserted into the portfolio, either right inside the front cover or behind a separate tab.

4.5.4 Portfolio Format

The portfolio shall “look” as follows:

1. Everything shall be placed into a single 3-ring binder, with the faculty member’s name and date of submission on the spine. Remember to keep everything succinct and to the point. The faculty member shall not include more than what is absolutely necessary to make the faculty member’s case because doing so could be interpreted as “padding.”
2. Separate each of the four main categories of items with labeled tabs: “Personal Evaluation,” “Teaching Performance,” “Professional and Scholarly Development,” and “Community Service.”
3. The rest of the contents shall follow in the order outlined above under Content (see Subsection 4.5.3).

4.6 Promotion and Tenure Policies

4.6.1 Promotion and Tenure Review Policies and Procedures

Faculty members at Saint Leo University are evaluated for promotion in rank and tenure in accordance with the policies and procedures outlined in Article 11 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement.

4.6.1.1 Guidelines for Promotion in Rank and Tenure Applications

Promotion and tenure decisions at Saint Leo University are made on the basis of documented and evaluated performance in three areas: teaching; professional development, research, and scholarly growth; and institutional and community service. For teaching faculty, excellence in teaching and demonstrated student learning are essential to tenure and promotion. As well, either professional development, research, and scholarly growth or institutional and community service must be judged excellent for tenure. For library faculty, professional library service contributing to the educational function of the University is the primary area of faculty performance and of evaluation. For faculty with no teaching assignments, professional responsibilities that are directly related to their assignments are the primary area of faculty performance. The faculty member who is applying for promotion and tenure has the responsibility of presenting an application package that documents the faculty member’s performance in each of the above areas.

To aid faculty members in developing an application package that provides such evidence in a clear, complete, and concise manner, the following guidelines are offered. The guidelines are not meant to act as restraints or to make faculty members conform to a strict set of rules as they present evidence regarding their contributions to the University. The guidelines are based in part on the information provided in an American Association for Higher Education (AAHE) publication, copies of which are available in the Office of the Vice President of Academic Affairs, in the library, and which can be made available for reference in the Center Director’s offices.

Application for promotion and tenure should be thought of as a process that begins the day the candidate is hired; thus, faculty members must begin, as soon as they join the University, to

develop their portfolios (see below). To facilitate this process, new faculty orientations include detailed information about promotion and tenure policies and procedures. In addition, new faculty will be matched with faculty mentors who are familiar with the promotion and tenure guidelines and can make the new faculty members aware of the evidence of performance that they should be collecting during each year of their employment with the University. These policies apply to all full-time faculty at all locations.

4.6.1.2 Application Packages

1. The application packages, bound in a single 3" wide 3-ring binder, consist of the following:
 - a. An up-to-date curriculum vitae.
 - b. Letters of recommendation.
 - c. A performance portfolio which includes:
 - i) A personal statement evaluation of the applicant's performance in the areas of teaching, professional development, and community service.
 - ii) Formal evaluations of teaching, including all student, department chair, and dean evaluations, or library service.
 - iii) Evidence of performance in each of the following three areas:
 - a) Teaching or library service (or other assignments);
 - b) Professional and scholarly growth; and
 - c) Institutional and community service.
 - d. Evaluations by the appropriate dean and chair.
2. Documentation may not be added after the initial submission of the application package except by prior agreement between the applicant and the Chair of the Promotion and Tenure Committee or if either of the following conditions exist:
 - a. If any member of the committee believes that documentation submitted is inadequate, the applicant will be given a written request to supply additional documentation within one week.
 - b. If any member of the committee does not understand the documentation submitted, the applicant will be given a written request to submit additional clarifying materials within one week of the request.
3. Only material pertaining to the faculty member's activities since the faculty member's last promotion (or initial appointment) may be included in the application package, except in those cases as stipulated in the Faculty Agreement.

The committee will review and consider all course and teaching evaluations, the complete personnel file, and recommendations of other faculty and staff.

4.6.2 Faculty Development Review

The participating faculty member will create a summary of accomplishments (similar to materials compiled for promotion).

A minimum of two other faculty will observe the participating faculty member's teaching and provide feedback.

The participating faculty member will compose a personal narrative or reflection.

The Dean will review materials (accomplishments and personal narrative) and meet with the faculty member to discuss strengths, opportunities for greater contribution, and to develop a plan that focuses on development and contribution.

4.7 Separation Policies

At times Saint Leo University or individual faculty members may find it necessary to sever their contractual relationship. To protect the interests of both parties, categories of separation are here defined, and the policies and procedures related to each are set forth.

4.7.1 Resignation

Resignation is a severance action by which a faculty member voluntarily seeks to be released from an appointment with the University. The effective date of a resignation shall coincide with the concluding date of the semester or the academic year, so as to avoid disruption of the work of the University, provided that the faculty member gives at least 60 calendar days notice in writing to the Vice President of Academic Affairs and the President. Alternatively, an effective date may be mutually agreed upon by the faculty member and the President.

4.7.2 Retirement

There is no mandatory retirement age for faculty at the University. Some benefits upon retirement, however, do have contract and service limits. Individuals who are planning to retire are requested to notify the Vice President of Academic Affairs, the Department Chair, and the Human Resources Director at least six months prior to the planned retirement date. The Human Resources Director will provide the individual with information about employee benefits upon retirement.

See also Article 15, Section 11 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document for information on Faculty Employment Phase-out for full-time, tenure track faculty.

4.7.3 Expiration of Term/Non-Renewal

4.7.3.1 Tenure Track Faculty

See Article 10, Section 1 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.7.4 Layoffs

See Article 10, Section 2(b) of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document for the policy pertaining to represented faculty.

4.7.5 Dismissal for Cause

See Article 10, Section 2(a) of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.8 Faculty Rights and Responsibilities

See Article 14 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.8.1 Academic Freedom

See Article 4 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.8.2 Outside Employment

See Article 5, Section 2 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.8.3 Copyright and Patents

See Article 5, Section 3 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.8.4 Overload Teaching

See Article 5, Section 4 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.8.5 Professional Relationships

Saint Leo University's educational mission is promoted by professionalism in faculty-student and faculty-faculty relationships. Professionalism is fostered by an atmosphere of mutual trust and respect. Actions of faculty and students that harm this atmosphere undermine professionalism and hinder fulfillment of Saint Leo University's educational mission. Trust and respect are diminished when those in position of authority abuse, or appear to abuse, their power. Those who abuse their power in such context violate their duty to the Saint Leo University community.

4.8.6 Research Activities Policy

The following statement of policy on research activities at Saint Leo University is intended to conform to the University's purpose values and objectives. As such, it emphasizes the need for

all research programs to maintain the highest ethical standards of scholarship and research. This policy shall be implemented in ways that encourage and guarantee academic freedom.

At the undergraduate level, effective teaching and advising are the primary goals of the University. As graduate programs develop at Saint Leo University, the importance of research in these programs will grow. However, opportunities for achievement in creative and scholarly areas other than research must continue to be made available to faculty. This must be encouraged through support comparable to that given to academic research (i.e., released time, funding). Other creative and scholarly activities include the results of innovative work in the fine arts, innovative interpretations in the performing arts, theoretical or historical writing, textbook production, development of educational tools, and other similar endeavors.

4.8.6.1 Administration of Research

4.8.6.1.1 Conformity with Institutional Purposes

Whenever possible, Saint Leo University's commitment to teaching and to its social, ethical, and spiritual values will be reflected in research activity.

Institutional purposes are reflected in the University's divisional and departmental structure and by the degrees offered.

Research undertaken shall be compatible with this structure, thus encouraging maximum student and faculty involvement, interdisciplinary work, teaching enhancement, and positive external visibility for Saint Leo University's programs based on the dissemination of high quality research reports.

4.8.6.1.2 Contractual Research Responsibility

Deans, directors, and chairs will provide guidance support and approval for the design and implementation of research projects, whether externally funded or not. It is assumed that staff supervision and ongoing project management, as well as the details of research design and implementation, will be the responsibility of the appropriate researcher(s).

Administrative leadership shall include the following:

1. Dissemination of research opportunities;
2. Specific workload adjustments for proposal preparation;
3. Clerical and other support for proposal preparation;
4. Assertive seeking of resources for faculty to communicate research reports at professional and scholarly meetings and through publications; and
5. Periodic dissemination of information about new, ongoing, and completed research.

4.8.6.1.3 Division of Responsibility between Research and Other Activities

For grant and contract research, as well as for institutional University sponsored research, faculty research assignments may vary from small portions to full-time. Ideally, however, research assignments should allow some continued teaching involvement.

Whenever faculty members engage in research as individuals (either as pro-bono or paid consultants) outside the aegis of the University, it is expected that they will continue to meet their University obligations. Faculty will seek authorization from their deans, directors, or chairs with respect to external research commitments.

4.8.6.1.4 Salary Issues

Salaries for research projects shall be determined on a case-by-case basis by the Vice President of Academic Affairs within the guidelines of normal University practice and requirements of granting agencies. Salary supplements during the year will be available if released time from teaching cannot be granted and research must be conducted simultaneously. As a practical matter, it is suggested in such cases that the teaching be defined as the overload and reimbursed at the standard overload rate. Individuals' salaries included in grant budgets shall, except in unusual circumstances, be equivalent to their existing University salaries.

4.8.6.2 Institutional Control

There is the need to balance:

1. The individual faculty member's freedom to do research with outside funding; and
2. The University's need to fit such research into its overall plans and values (financial, hiring, resources).

The University must not become overly dependent on outside funding for research, but must have a continuing financial commitment to the research program. That is, some research funds shall be routinely included in the University budget within the limits of available resources.

4.8.6.2.1 Primacy of Teaching

Saint Leo University faculty members are expected to meet all of their obligations, including teaching, advising, service to the University and community, and research and its dissemination through presentation and publication.

Research and professional development both funded and unfunded, increases the quality of education and the knowledge of the faculty, and neither type of professional development activities and research should be considered more important or useful than the other. It should, therefore be recognized as an asset when promotions and continuing contracts are being considered. However, professional development research shall not supersede teaching effectiveness as the single most important criterion for promotions and continuing contracts.

4.8.6.2.2 Expenditure of Research Funds

Grant funds are supervised by the Office of the Vice President of Academic Affairs of Saint Leo University. They shall be disbursed in accordance with existing University policies, practices, and customs. These funds shall be made available to the investigator-researcher as quickly and as easily as possible.

The University's Business Affairs Office makes budgeting assistance available to researchers preparing grant proposals. In administering these funds, care should be taken that the research project receive all support for budgetary items submitted in the grant application and for reasonable exigencies.

Other items which might be needed, but which were not budgeted, should be made available within the policies, practices and customs of the University, but on an expedited basis. Any funds which remain unspent at the conclusion of the project shall be disposed of in accordance with the directions of the granting agency.

4.8.6.3 Freedom of Investigation

Freedom of investigation rests upon four understandings:

1. The University reserves the right to accept only contracts or grants which permit it to disclose:
 - a. The existence of the grant or contract;
 - b. The identity of the sponsor (or prime sponsor of a subcontract); and
 - c. The objectives or purpose of the proposed project.
2. The University will not enter into any contract or grant which explicitly or implicitly interferes with the disclosure of independent recommendations or objective conclusions, nor which allows any external bias of valid results.
3. The University will not enter into any contract or grant which specifically prevents the free exchange of ideas or prohibits the free publication of results, except as indicated in paragraph 4 below.
4. It is recognized that contracts or grants may legitimately vest proprietary rights in products or by-products, such as patentable inventions, in the sponsor of the contract or grant, and that the investigator may be required to protect these proprietary rights against disclosure. It is also recognized that contracts or grants may legitimately require preliminary or interim reports which are proprietary communications between the investigator or project director and the sponsor.
 - a. Moreover, the practice of many funding agencies to require that results and reports be submitted to the sponsor for information and review before publication is viewed as normal and legitimate.
 - b. The provisions stated in paragraphs 1 through 3 above may be waived by the President of the University after consultation with all appropriate bodies. The President shall inform all appropriate bodies of such waivers, except in time of national emergency officially

declared by the President or the Congress of the United States, when this policy will be rescinded.

4.8.6.4 Implementation

The research policy is implemented as follows:

1. The Office of Institutional Advancement encourages greater research activity by members of the Saint Leo University faculty and professional staff. This office assists the faculty and professional staff in identifying programs and grant funds for sponsored research. It also coordinates research plans and projects with all proposals routed through this office and signed by its director and by the Vice President of Academic Affairs. The office compiles current annual reports of research results and disseminates them where appropriate.
2. When feasible, a University Research and Professional Development Fund administered by the appropriate committee provides University funds for some of the projects which are not funded by external sources and provides seed money for projects which may be funded later by external sources. Initially, research facilities and capital expenditures for research may have to be provided by the University. As the research progresses, other sources may be found to support it.
3. The library provides adequate research related resources, such as research books, periodicals, and electronic search, and retrieval systems.

4.8.7 Protection of Human Subjects in Research

4.8.7.1 Background

Scientific and Social Science Research has produced substantial benefits to society through expansion of knowledge about the world and application of this knowledge toward improving the conditions of life for its inhabitants. It has also posed some troubling ethical questions, especially where human beings serve as human subjects in research.

Human beings comprise a varied and desirable pool of subjects for many types of research. Over the years in which research using human subjects has been conducted there have been times when the rights of these subjects have been compromised. In addition, there has been concern for the physical health, psychological and social well-being, and safety of subjects. As a result, rules and regulations have been instituted by governmental agencies and professional societies in order to safeguard the rights of humans in research.

Prior to the 1940's, research involving human subjects was conducted without formal guidelines to insure adherence to ethical principles. During the Nuremberg Trials following World War II experimental atrocities conducted by the Nazi regime were exposed to worldview. These studies frequently violated rights of human research subjects, inflicting permanent damage and death on selected groups of people. In 1947 the Nuremberg code was developed as a set of standards for judging physicians and scientists on trial for conducting biomedical experiments on concentration camp prisoners. The World Medical Association set forth moral and scientific principles for the conduct of medical research in 1964, the Declaration of Helsinki. These two

codes became the prototype for many later professional and governmental codes intended to provide standards for the conduct of ethical research.

Although the Declaration of Helsinki was adopted by many institutions sponsoring clinical research, violation of human subjects' rights continued to occur (Jewish Chronic Disease Hospital Study – 1960's; US Public Health Service's Tuskegee Syphilis Study - 1932-1972). Public outrage was influential in stimulating governmental action to control the performance of human research sponsored by the government.

In 1973, the Department of Health, Education and Welfare published strict regulations requiring all research involving human subjects to undergo institutional review. In order to clarify ethical issues involved in biomedical and behavioral research involving human subjects, and to establish guidelines based on these principles, the National Commission for the Protection of Human Subjects of Biomedical and Behavioral Research was formed. In the Belmont Report, 1979, the Commission published guidelines for research based on three ethical principles relevant to human subjects in research: the principles of respect for persons, beneficence, and justice.

In response to the Belmont Report, the Department of Health, Education and Welfare promulgated a new set of regulations which now serve as basic policy for the protection of human subjects in all research activities conducted by the Department as well as research conducted by individuals or institutions receiving Departmental funding. These rules and regulations are contained in Part 46 of Title 45 of the Code of Federal Regulations (45 CFR 46). All changes in the code are published in the Federal Register.

The Human Subjects Policy of Saint Leo University is based on an appreciation of historical antecedents which demonstrate the need for continued vigilance to keep research ethical. The need to support the research endeavor in the never-ending quest for knowledge must be guided by ethical principles which safeguard human rights.

4.8.7.1.1 Introduction

The intent and mission of Saint Leo University requires the pursuit of exemplary educational practices guided by basic ethical principles and Catholic values. The same high moral standards which characterize the teaching that is so highly prized within this University must be applied also to all research conducted under the auspices of this institution. Accordingly, the philosophy of Saint Leo University affirms that such research must conform to the moral, scientific, and ethical principles which justify its conduct.

Research must be conducted by qualified and responsible professionals who assume an ethical responsibility for their research. Research shall be preceded by careful assessment of the inherent risks in comparison to the foreseeable benefits to the subjects and to others. According to documents prepared by the federal government and professional societies, this means that participants may not be exposed to risks greater than those normally entailed in day-to-day life, without their prior knowledge and consent.

Exposure to such potential harm, whether physical or psychological, has been termed being "at risk." The research shall not be carried out unless the importance of the research project is in proportion to any inherent risks to the subjects. Professional care and concern for the individual must be hallmarks of any research project before the findings can be considered by the scientific community. This means that extreme caution must be exercised when research is performed in

which the personality, beliefs, or values of the subjects are vulnerable to alteration or manipulation. This also means that full and fair disclosure will be provided to subjects or their legal guardians of all known and hypothesized risks and the probability of their occurring, if that probability is known. Subjects or their legal guardians must give informed consent to participate in research, and they must be free to withdraw from such participation at any time without adverse consequences.

Any research involving human subjects which is conducted under the auspices of Saint Leo University must meet the requirements of Saint Leo University for the protection of human subjects. In some instances, compliance with the human subjects policies of the federal government and other agencies may be required. Accepting funds or utilizing subjects and/or other resources from an outside agency obligates the researcher to abide by the policies of that agency in addition to those of Saint Leo University. This includes human subjects protocols.

The purpose of the policy described in this document is to protect the rights of the persons who serve as subjects in behavioral research. It is based on the ethical principles embodied in the Belmont Report, (on reserve at the Cannon Memorial Library), and accords with the requirements of the USA Department of Health and Human Services (on reserve at the Cannon Memorial Library). It establishes the administrative structure and operational procedures for review of research protocols and record keeping.

Although the primary concern of the Human Subjects Policy described in this document is to protect human rights, there is sensitivity to the problems faced by researchers. Though the policy and review system may sometimes appear cumbersome, the efforts to articulate and enforce standards are worthwhile because they not only protect the rights of the individual, but maintains public acceptance of researchers' endeavors.

4.8.7.1.2 Ethical Principles

The philosophy of Saint Leo University, as a Catholic institution, is grounded in Judeo-Christian traditions. Respect for these traditions provides a foundation for the Human Subjects Policy. In addition, three basic ethical principles are particularly relevant to the ethics of research involving human subjects. These are the principles of respect for persons, beneficence, and justice (Belmont Report, 1979). Based on these principles, four basic rights have been formulated which comprise the guidelines for the protection of research subjects. These rights include the right not to be harmed, either physically, mentally, emotionally, legally, financially, or socially; the right to full disclosure; the right of self determination without constraint, coercion, or undue influence; and the right to privacy, anonymity, and confidentiality (Wilson, 1985). Assurance that these rights have been safeguarded is reflected in the contents of an appropriate consent form that will be developed for each individual project (that is non-exempt according to 45 CFR 46.101.b).

4.8.7.2 Definitions

1. **Anonymity:** Anonymity is the protection of the participant in a study such that even the researcher cannot link the participant with the information provided.

2. Assurance: Assurance is a written document which states compliance with the requirements set forth in specific rules and regulations generated by the Department of Health and Human Services or other organizations for the conducting of research.
3. Blanket Consent: Blanket Consent is a statement that covers multiple research studies and is issued when the subjects are in a setting where experimentation is the rule rather than the exception (i.e., laboratory school)
4. Confidentiality: Confidentiality is the protection of participants in a study such that their individual identities will not be linked to the information they provided and publicly divulged.
5. Debriefing: Debriefing refers to informing the subjects about the nature of the deception in the experimental session of which they were a part. This occurs immediately after the session. The researcher communicates the nature of the deception, the rationale for it, and opportunity to discuss the research and the subjects' feelings.
6. Deception of Subjects: Deception of subjects refers to research which is conducted without the subjects' full knowledge of what the research entails or research which is described as something other than what it really is. Such research may or may not place the subjects at risk.
7. Exempt Research: Exempt research refers to categories exempted from IRB review and informed consent requirements by 45 CFR 46.101.b. Such research includes several forms of educational research; anonymous or non-sensitive social survey research, observational research, and archival research; study of public records; study of programs under the Social Security Act or other public benefits or service programs.
8. Human Subject: Human subject means a living individual about whom an investigator (whether professional or student) conducting research obtains:
 - a. Data through intervention or interaction with the individual; or
 - b. Identifiable private information.
9. Informed Consent: Informed consent refers to the subject's agreeing to a written statement of what the subject's role in the research is, expected benefits to subjects and society, and including a full and fair disclosure of the events to which a subject will be exposed and any known, probable, or possible inherent risks. Nothing contained in the statement may be deceptive. The subject's participation is voluntary and the subject has the right to withdraw from the experiment at any time.
10. Intervention: Intervention includes both physical procedures by which data are gathered (for example, venipuncture) and manipulations of the subject or the subject's environment that are performed for research purposes.
11. Interaction: Interaction includes communication or interpersonal contact between investigator and subject.
12. Minimal Risk: Minimal risk means that risks of harm anticipated in the proposed research:
 - a. Involve consequences that are not of great and devastating magnitude (such as death, life-threatening illness, suicide, etc.); and,

- b. Considering probability, are not greater than those ordinarily encountered in daily life or during the performance of routine physical or psychological examinations or tests.

Regardless of the probability of occurrence, and even if that probability is remote, consequences of great and potentially devastating magnitude rule out the possibility that risk is minimal.

13. **Participation of Minors:** Participation of minors refers to the subjects in a research study who are under the age of eighteen. Written consent of parents or guardians is required. The minor's assent to participate shall also be obtained for minors between the ages of seven and eighteen.
14. **Private Information:** Private information includes information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place, and information which has been provided for specific purposes by an individual and which the individual can reasonably expect will not be made public (i.e. a medical record). Private information must be individually identifiable (i.e. the identity of the subject is or may readily be ascertained by the investigator or associated with the information) in order for the obtaining of this information to constitute research involving human subjects.
15. **Research:** Research means a systematic investigation designed to develop or contribute to generalizable knowledge. Activities in demonstration and service programs which meet this definition constitute research.
16. **Risk:** Risk refers to exposure which may be potentially harmful, either physically or psychologically, to the subject.
17. **Voluntary Participation:** Voluntary Participation refers to a subject's participation in the research by choice after a full and fair disclosure of all potential risks and the subject's acknowledgment that the nature and quality of those risks are understood and appreciated. This includes the option for the subject to withdraw from the study at any point in time.
18. **Vulnerable Subjects:** Vulnerable subjects are categories of subjects such as children, fetuses, the mentally disabled, the elderly, captives, the sedated, and the unconscious who may not be able to evaluate the risks of participating in a study by virtue of diminished capacity to give free and informed consent.

4.8.7.3 University Policy and Statement of Compliance

4.8.7.3.1 The Institution

Saint Leo University, hereinafter referred to as "Institution," accepts responsibility for protection of the rights and welfare of human research subjects of all research at this institution involving human subjects. Research activities covered by this policy include the following:

1. The research that is sponsored by this institution, or research that is conducted by or under the direction of any employee or agent of this institution in connection with the individual's institutional responsibilities, or in which the employee or agent has authorization to list this institution as the individual's university affiliation; or
2. Research that is conducted by or under the direction of any employee or agent of this

institution using any property or facility of this institution; or

3. Research that involves the use of this institution's non-public information to identify or contact human research subjects or prospective subjects.
4. Excepted from this policy is research specified as exempt for 45 CFR 46.101.b and/or research conducted by students as exercises in courses designed to teach research methodology, provided that the research is not to be disseminated beyond that class, external funding is not involved, and the appropriate School or Department ensures human subject protection through its own internal review processes and informed consent procedures consistent with 45 CFR 46.

The institution will comply with the U.S. Department of Health and Human Services regulations on Protection of Human Subjects set forth in 45 CFR 46 when participating in projects and activities supported directly or indirectly by grants, contracts or awards for research, development and related activities, from the Department of Health and Human Services.

This institution will establish and maintain an institutional review board (IRB) competent to review projects and activities that involve human subjects regardless of the source of funding. The IRB will be assigned responsibility to determine for each project and activity as planned and conducted whether:

1. The rights and welfare of subjects are adequately protected and risks minimized, consistent with 45 CFR 46 and the Belmont Report;
2. The risks to the subject are so outweighed by the sum of the benefit to the subject and the importance of the knowledge to be gained as to warrant a decision to allow the subject to accept these risks;
3. Legally effective informed consent will be obtained and documented by adequate and appropriate methods in accordance with the regulations of the Department of Health and Human Services (45 CFR 46.116 and 46.117);
4. The conduct of the activity will be reviewed at timely intervals, but at least annually after initial approval.

The institution will provide for committee reviews to be conducted objectively and in a manner to ensure the exercise of independent judgment of the members. Members will be excluded from review of projects or activities in which they have an active role or a conflict of interest.

The institution will encourage continuing constructive communication between the committee and the project directors as a means of safeguarding the rights and welfare of subjects.

The institution acknowledges that it will bear full responsibility for the proper performance of all work and services including the use of human subjects under any grant or contract covered by this policy, including continuing compliance with pertinent state or local laws, particularly those concerned with informed consent.

The institution will also provide whatever professional attention or facilities are required to safeguard the rights and welfare of human subjects involved in research.

The institution will provide each individual at the institution conducting or reviewing human subject research (i.e., the principal investigators, department head, research administrators, IRB members) with a copy of this institutional assurance of compliance and copies of any future

modification which may be made to this assurance, with the exception of changes in IRB membership.

The institution will maintain appropriate and informative records of committee review of applications and active projects of documentation of informed consent, and other documentation that may pertain to the selection, participation and protection of subjects, and to reviews of circumstances that adversely affect the rights or welfare of individual subjects.

The institution will at least annually assure through appropriate administrative overview that the practices and procedures designed for the protection of the rights and welfare of subjects are being effectively applied in research under the institution's purview and are consistent with the policies of the Department of Health and Human Services of the U.S. Government.

4.8.7.3.2 The Institutional Review Board

All applicable research will be reviewed by an Institutional Review Board (IRB) to insure human subject protection.

The IRB has the responsibility and authority to review, approve, disapprove, or require changes as appropriate in research activities involving human subjects.

When research covered by this policy is conducted at or in cooperation with another entity, all research policies of this institution remain in effect. This institution may accept the review of an IRB established at another entity in compliance with provisions of 45 CFR 46. Such acceptance must be in writing, approved, and signed (by the Vice President of Academic Affairs or designee) of this institution, and approved and signed by correlative officials of the other cooperating institution(s).

4.8.7.3.3 Human Subjects in Research

The involvement of human subjects in research covered by this policy will not be permitted unless:

1. The research falls in a category specifically exempted by 45 CFR 46.101; or
2. The IRB has reviewed and approved the research protocol; or
3. An expedited review procedure has been followed in lieu of full committee review (see 45 CFR 46.110 and the University's adaptation of that guideline in this document).

If informed consent is required in accordance with 45 CFR 46.116, no research investigator shall involve any human being as a subject in research without obtaining legally effective informed consent of the subject or the subjects' legally authorized representative. This consent shall be augmented, as the research progresses, if new risks are determined.

1. The institution will also comply with the policies set forth in 45 CFR 46, subpart B, which prescribe additional protections to research, development, and related activities involving fetuses, pregnant women, and in vitro fertilization of human ova.
2. The institution will comply with the policies set forth in 45 CFR 46, subpart C, which provide additional protections for prisoners involved in research.

The institution will assume additional safeguards in research involving children (45 CFR 46, subpart D) and other groups determined by the IRB to be vulnerable.

4.9 Professional Development Policies

4.9.1 Professional Development Fund

See Article 12, Section 1 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.9.2 Reassigned Time

See Article 12, Section 3 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.9.3 Sabbatical Leave

See Article 12, Section 2 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.9.4 Professional Dues and Meetings

All faculty members are encouraged to join appropriate learned and professional societies, to attend their meetings, and to participate in their activities. Requests for absence to attend meetings or conventions shall be presented to the Department Chair. If such meetings interfere with classes or other University duties, faculty are expected to make satisfactory provision to take care of the classes or other duties.

4.10 Faculty Work Load and Working Conditions Policies

4.10.1 Instructional Work Load

Full-time, non-Center based faculty shall adhere to the work load policies outlined in Article 14, Section 3 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

Full-time Center based faculty teach 9 or 10 courses per year as designated by contract and conduct ten office hours per week, six of which must be scheduled. Center based faculty may conduct office hours live or via Internet. In addition, 3 courses per year may be taught as an overload for a total of no more than 12 courses per year without the explicit written permission from the appropriate School Dean.

The adjunct and annual contract faculty (15-16 week) load is 10 courses per year maximum. No more than 4 courses may be taught by an adjunct in any semester.

The adjunct and annual contract faculty (8 week, 6 term) load is 10 courses per year maximum with no more than 2 courses taught in any term.

Full-time faculty with an academic advising appointment teach 5 courses per year as a regularly scheduled part of their duties and may teach up to 5 courses per year on an overload basis. These faculty members must maintain up to a maximum of twenty-five office hours per week as scheduled by their Center Director.

Full-time staff without a visiting faculty appointment may teach a maximum of 6 courses per year, but no more than one per term/semester/session.

Any exceptions to this policy must be recommended by the appropriate Department Chair to the Academic Dean responsible for the faculty member's teaching area. All exceptions must be approved by the Vice President for Academic Affairs.

4.10.2 Non-Instructional Work Load Duties

See Article 14 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.10.2.1 Advising/Office Hours

See Article 14, Section 6 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.10.2.2 University Functions

See Article 14, Section 7 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.10.3 Classroom Instruction and Related Responsibilities

See Article 14, Section 2 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.10.4 Political Activity

Faculty members, as citizens, are free to engage in political activities. Any member of the faculty who wishes to engage in direct political activity which will involve a substantial amount of time away from the performance of Saint Leo University responsibilities (e.g., holding or running for political office, managing a campaign, directing group action on behalf of a political candidate or issue) is expected to work out a mutual agreement for leave of absence with the Vice President of Academic Affairs before undertaking such activity. The terms of such leave of absence will be set forth in writing.

4.10.5 Plagiarism

Plagiarism is not limited to the academic community, but the taking over of the ideas, methods or written words of another individual, including those of students, without acknowledgment and with the intention that they be taken as the work of the deceiver is not unknown at institutions of higher learning. Plagiarizing the work of another, particularly the work of one's students, is the

antithesis of the honest labor that characterizes true scholarship and without which mutual trust and respect among scholars is impossible.

Accordingly, every faculty member should scrupulously recognize all intellectual debts owed, be they in the form of ideas, methods or expressions, by means of an appropriate form of communication and acknowledgment. Any discovery of suspected plagiarism should be reported to the appropriate Department Chair who will bring the matter to the attention of the affected parties, the Vice President of Academic Affairs, and, as appropriate, to the community at large – typically through reviews in or communications to relevant scholarly journals.

Scholars must make clear the respective contributions of colleagues on a collaborative project, and professors who have the guidance of students as their responsibility must exercise the greatest care not to appropriate a student's ideas, research, or presentation to the professor's benefit; to do so is to abuse power and trust.

4.11 Faculty Compensation and Benefit Policies

4.11.1 Faculty Compensation

See Article 13 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

4.11.2 Faculty Benefit Policies

See Article 15 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document.

1.8 Faculty Grievance Policy

See Article 8 of the August 16, 2005 – September 26, 2008 Faculty Collective Bargaining Agreement document for the policy applicable to represented faculty.

Volume IV-A Faculty Collective Bargaining Agreement

4A.0 Faculty Collective Bargaining Agreement

4A.1 Preamble

This Agreement is entered into by and between Saint Leo University Incorporated, the Employer, and the United Faculty of Saint Leo University, United Faculty of Florida, hereinafter referred to as UFSLU, which had been defined as the appropriate unit in Certification of Representative issued by the National Labor Relations Board in Case No. 12-RC-4999 on May 26, 1976, affiliated with the National Education Association, Florida Education Association, American Federation of Teachers, American Federation of Labor and Congress of Industrial Organization. This Agreement is applicable only to “Faculty” at the Saint Leo University Campus in Saint Leo, Florida.

The Agreement is entered into with the acceptance of the Mission of Saint Leo University. The Mission Statement is:

“Saint Leo University is a Catholic, liberal arts-based university serving people of all faiths. Rooted in the 1,500-year-old Benedictine tradition, the University seeks balanced growth in mind, body and spirit for all members of its community. On its home campus and many regional continuing education centers, Saint Leo University offers a practical, effective model for life and leadership in a challenging world, a model based on a steadfast moral consciousness that recognized the dignity, value and gifts of all people.”

To accomplish its mission, the University community creates a student-centered environment in which love of learning is of prime importance. Members of the community are expected to examine and express their own values, listen respectfully to and respond to the opinions of others, serve the community in which they live, welcome others into their lives and care for all of God’s creations.

4A.1.1 Articles

4A.1.1.1 ARTICLE I – RECOGNITION

4A.1.1.1.1 Section 1. Faculty Contract Negotiations

For the purposes of this agreement, the Employer, Saint Leo University, Incorporated, recognizes UFSLU as the bargaining agent for the purpose of collective bargaining with respect to wages, rates of pay, hours, and other terms and conditions of employment for only Faculty employees actually located at The Saint Leo University Campus in Saint Leo, Florida. Those included in the bargaining unit are:

All full time Faculty members employed by Saint Leo University at Saint Leo, Florida, only, including Faculty Librarians; but excluding Visiting Faculty members, part-time Faculty members, School Nurse, Director of Physical Education and Athletics, Graduate Program Directors, Director of Library Services and other Directors, Faculty Department Chairs, Academic Deans and all other employees, guards, managers, and supervisors.

Inasmuch as Florida is a right-to-work state, any Faculty member shall have the right to join or assist UFSLU, or engage in other concerted activities or other mutual aid or protection, or shall have the right to refrain from any or all of such activities.

4A.1.1.1.2 Section 2. Meetings

It is understood that nothing contained in this Agreement shall be construed to prevent the Board of Trustees of the University or any member thereof or any official of the University Administration from meeting with any individual or organization to hear views on any matters; provided, however, that in the event of such meeting taking place that no agreement may be made without negotiating with UFSLU where such meeting is contrary to this Agreement or is a proper subject of collective bargaining.

4A.1.1.2 ARTICLE 2 – DEFINITIONS

4A.1.1.2.1 Section 1. University

The term “University” as used in this Agreement shall mean Saint Leo University, Incorporated, governed by its Board of Trustees, or the University’s duly authorized representative.

4A.1.1.2.2 Section 2. UFSLU

The term “UFSLU” as used in this Agreement shall mean the United Faculty of Saint Leo University, United Faculty of Florida, affiliated with the National Education Association, Florida Education Association, American Federation of Teachers, American Federation of Labor and Congress of Industrial Organization or its duly authorized representative.

4A.1.1.2.3 Section 3. Faculty

The term “Faculty” as used in this Agreement shall mean all full time Faculty members employed by Saint Leo University at Saint Leo, Florida, only, including Faculty Librarians; but excluding Visiting Faculty members, part-time Faculty members, School Nurse, Director of Physical Education and Athletics, Graduate Program Directors, Director of Library Services and other Directors, Faculty Department Chairs, Academic Deans and all other employees, guards, managers, and supervisors.

4A.1.1.2.4 Section 4. Visiting Faculty

“Visiting Faculty” as used in this agreement shall mean a person hired in order to replace a Faculty member on leave or to add a specialty to the academic program for no more than five years.

4A.1.1.2.5 Section 5. Department Chair

The term “Department Chair” as used in this Agreement shall mean a Faculty member who has accepted Academic Administrative duties in exchange for course reduction as determined appropriate by the Vice President of Academic Affairs (VPAA) in consultation with the dean and the chair. The Department Chair is responsible for the management and supervision of an academic department(s) within the University. See Article 5, Section 5 for status of bargaining unit Faculty serving as Chair.

4A.1.1.2.6 Section 6. Graduate Program Director

“Graduate Program Directors” as used in this Agreement shall mean an Academic Administrative appointment, responsible for the management and supervision of graduate programs of the University.

4A.1.1.2.7 Section 7. Director of Library Services and other Directors

The term “Director of Library Services” as used in this Agreement shall mean an administrator appointed by the Vice President for Academic Affairs (VPAA) and approved by the President, to manage the Library. Other academic program directors shall include those appointed by the VPAA and approved by the President.

4A.1.1.2.8 Section 8. Academic Dean

The term “Academic Dean” as used in this Agreement shall mean an Academic Administrative appointment, appointed by the VPAA and approved by the President, to manage an academic school within the University.

4A.1.1.2.9 Section 9. Vice President of Academic Affairs

The term “Vice President of Academic Affairs” as used in this Agreement shall mean an administrator appointed by the President to manage the academic program of the University.

4A.1.1.2.10 Section 10. President

The term “President” as used in this Agreement shall mean the chief executive officer of Saint Leo University.

4A.1.1.2.11 Section 11. Board

The term “Board” as used in this Agreement shall mean the full Board of Trustees of Saint Leo University or its duly authorized representative.

4A.1.1.3 ARTICLE 3 – UNION RIGHTS AND RESPONSIBILITIES

4A.1.1.3.1 Section 1. Board of Trustee

Along with the President and the Board of Trustees, UFSLU, a major Saint Leo stakeholder agrees with the goal of promoting a one-university culture.

4A.1.1.3.2 Section 2. Bulletin Boards

UFSLU may post official notices relating to UFSLU activities in the Faculty mailrooms. The boards shall be purchased and maintained by UFSLU.

4A.1.1.3.3 Section 3. Communication with Members

UFSLU shall have the right to communicate with members of the bargaining unit by use of the University's established mail system(s). Officers of UFSLU -- President, Vice President, Secretary, Treasurer, and Grievance Officers -- may use University copying facilities as available during normal University business hours and shall pay the standard rate.

4A.1.1.4 ARTICLE 4 – ACADEMIC FREEDOM

4A.1.1.4.1 Section 1. General Statement

Saint Leo University Incorporated is a Catholic institution that recognizes the teachings of the Roman Catholic Church as morally binding. While the University does not require that members of the Faculty practice or profess the Catholic faith, nor accept the teachings of the Roman Catholic Church as personally binding, the University does require that all Faculty members recognize, understand, and support the institution's mission, which is established through Roman Catholic Doctrine.

Saint Leo University stands committed to the American Association of University Professors (AAUP) principles articulated in the 1940 AAUP statement and in more recent adoptions of AAUP policy and has endorsed the guidelines of the AAUP on this subject.

College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

4A.1.1.4.2 Section 2. Teaching

Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial material that has no relation to their subject. The distinction between education and advocacy is instructive in this regard. It is appropriate for Faculty to engage in discussions of controversial matters that are relevant to their

disciplines while engaging in the education of students. It is not appropriate in the classroom to serve as advocates for positions that are contrary to the teachings of the Catholic Church outside of their disciplinary and educational boundaries. This article will not be construed as limiting the Faculty member's right to determine what materials are relevant to the objectives of a course.

The University supports the full freedom of all Faculty to teach in the classroom. The faculty is subject to the strictures associated with usual academic custom, usage, and case law as well as to those requirements specified in the University's curriculum guides. Such freedom customarily includes the right to select those materials and teaching methods consistent with the relevant curriculum guides approved by departmental Faculty and Deans, and provided by the University.

4A.1.1.4.3 Section 3. Research and Publication

All Faculty members are entitled to full freedom to conduct professional or scientific research. Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

4A.1.1.5 ARTICLE 5 – FACULTY RIGHTS

4A.1.1.5.1 Section 1. Personnel Records

The University will maintain two official sets of personnel records for full-time Faculty. Personnel records are maintained in two locations to meet both SACS and legal regulations. The record maintained in the Human Resources Office contains some privileged materials that are not maintained in the Academic Affairs Office. The record in the Academic Affairs Office contains all materials relating to the Faculty members' teaching and professional duties including all evaluations of those professional activities. Students are not given access to the faculty records at any time. Personnel records are maintained by or can be accessed by only the following University personnel:

Human Resources Record: Director of Human Resources, Payroll Manager, Recruitment Coordinator, Benefits Coordinator, Assistant Payroll Clerk, Director of Academic Support Services, Human Resources Secretary/Coordinator or University legal representatives.

Academic Affairs Record: VPAA, Deans, Department Chairs, Executive Assistant to the VPAA, Director of Academic Support Services, Continuing Education Senior Coordinator, Continuing Education Personnel Coordinator, Continuing Education Assistant Personnel Coordinator, Director of Human Resources.

The files in each location will contain the following documentation:

Academic Affairs: Official faculty academic personnel file that will include current vita, official transcripts, teaching/faculty evaluations and annual appointment letters.

Human Resources: Official university personnel file that will include, but not limited to, a copy of the employee's vita, a copy of official transcripts, annual appointment letters, overload teaching contracts, benefit enrollment applications forms, change forms and all other documentation pertaining to personnel related issues and correspondence.

Upon written request, Faculty members may review and copy at the standard rate any material in their official personnel file. This review shall take place in the presence of a designated University official during regular business hours and normally within two workdays of the request.

Faculty members shall be provided a copy of any evaluative material at the time it is placed in their official personnel files. Such documents shall be marked “cc: Personnel File.” Faculty members shall have thirty (30) working days from the time they become aware of such material to place a rebuttal of such material in their personnel files, if they so desire.

No evaluation material may be used in any action against any Faculty members subject to this Agreement, unless the material has been made available to the affected Faculty member at least ten (10) working days prior to said action, except in cases where a delay would endanger self or others or would violate the law or provisions of the faculty Agreement.

4A.1.1.5.2 Section 2. Outside Employment

The UFSLU faculty contract obligates the Faculty member to devote his or her professional energies to meeting faculty responsibilities described in this agreement.

During the contract period, a Faculty member wishing to engage in any outside employment may, at their own discretion teach up to three academic-credits per semester for another institution.

A Faculty member wishing to teach two courses per semester, to work between eleven (11) and twenty (20) hours per week for another institution or firm, or to teach one course per semester and work up to ten (10) hours per week for another institution or firm, will provide the Dean of their school in writing, with the non-financial details of the employment. Normally, such a request must be made no less than one month before the proposed date the external employment will commence and no less than two week prior to the beginning of an academic semester. The Dean, after consulting with the appropriate Department Chair, will grant or refuse approval for the employment in writing prior to the start of the semester. In either case, a response normally shall be mailed within ten (10) business days of the date of the receipt of the request. If the request is refused, the reasons for the refusal must be given.

A Faculty member wishing to engage in outside employment that exceeds any of the provisions specified in the previous paragraph will provide the VPAA, in writing, with the non-financial details of the employment. Normally, such a request must be made no less than one month before the proposed date the external employment will commence and no less than one week prior to the beginning of an academic semester. The VPAA, after consulting with the appropriate Department Chair and Dean, will grant or refuse approval for the employment in writing prior to the start of the semester. In either case, a response normally shall be mailed within ten (10) business days of the date of the receipt of the request. If the request is refused, the reasons for the refusal must be given.

Approvals will be for a specified set time period not to exceed one year. Renewal of the approval will require a written reapplication by the Faculty member and review by the Dean or the VPAA.

As a courtesy, during the non-contract period, Faculty pursuing summer teaching assignments with other institutions should always disclose their planned activities with their Dean and Department Chair.

4A.1.1.5.3 Section 3. Copyrights and Patents

Within the tradition of academic freedom as promulgated in the AAUP's 1940 Statement of Principles on Academic Freedom and Tenure, as revised "...it is the prevailing academic practice to treat the faculty member as the copyright owners of works that are created independently and at the faculty member's own initiative for traditional academic purposes. Examples include class notes, syllabi, books and articles, works of fiction and nonfiction, poems and dramatic works, musical...works, pictorial, graphic and sculptural works, and educational software, commonly known as "courseware." Faculty are free to enter into contractual agreements with the administration in which faculty may sell some or all of their intellectual property rights in a given work.

4A.1.1.5.4 Section 4. Overload Teaching

The University shall give preference in hiring to full-time Faculty members who wish to teach for COL, Distance Learning or the School of Continuing Education as an overload. Information regarding upcoming class schedules will be made available on the University's website. No more than one overload per semester is allowed, unless approved by the appropriate Dean, whose decision not to approve can be appealed to the VPAA. Overloads of three or more per semester may only be approved by the VPAA.

4A.1.1.5.5 Section 5. Status while Serving as Department Chair or Graduate Department Director

A Faculty member who chooses to accept Administrative duties as a Chair or Graduate Department Director shall for that period as Chair or Graduate Department Director retain all the rights, privileges, and benefits of their academic rank as contained in this agreement. Further they shall also be protected and governed by all other terms and conditions of this agreement except as limited in Article 16 of this agreement. Serving as Chair shall be at the pleasure of the University. The Department Chair may not be terminated from the faculty except as provided in this agreement. When relieved of administrative duties, the incumbent shall continue in his/her faculty position.

4A.1.1.6 ARTICLE 6 – NON-DISCRIMINATION AND DISABILITIES

The University and UFSLU recognize their responsibilities under federal, state, and local laws relating to fair employment practices and the principles involved in the area of civil rights. They hereby reaffirm their joint commitment not to discriminate because of race, color, religion, sex, national origin, age, disabilities, creed and any other protected classes provided by federal, state or local laws. For resolution of needed assistance or possible violations, including sexual harassment, grievance processes available to University employees will apply, in lieu of the grievance procedure outlined in this Agreement.

4A.1.1.7 ARTICLE 7 – NO STRIKE

UFSLU and the University subscribe to the principle that any and all differences shall be resolved by peaceful and appropriate means without interruption of the University academic program. The University and UFSLU further agree that disputes which may arise between them shall be settled without resort to strike or lockout. UFSLU, therefore, agrees that it shall not instigate and will actively discourage any work stoppage, strike, or suspension of work during the term of this Agreement. Any violation of this clause invalidates the terms of the Agreement, which shall terminate immediately upon any such violation.

4A.1.1.8 ARTICLE 8 – GRIEVANCE PROCEDURES**4A.1.1.8.1 Section 1. Definition**

The University and UFSLU agree that they shall use their best efforts to encourage the informal and prompt settlement of all grievances, which may arise out of the interpretation of this agreement. However, it is understood that nothing in this Agreement shall deny an individual Faculty members or a group of Faculty members the right to present an informal grievance individually or as a group to the University and have such informal grievances resolved without the intervention of UFSLU, so long as the resolution is consistent with the terms of this Agreement. UFSLU shall be given the opportunity to be present at any proceedings pertaining to the resolution of such informal grievances.

A grievance is defined as a formal allegation by either a bargaining unit Faculty member, a group of Faculty members, or the UFSLU individually or on behalf of its members (herein after known as the grievant) that there is a dispute or disagreement with the University over the interpretation, application, performance, or terms of this Agreement. No other matters shall be subject to the grievance procedure here in described.

4A.1.1.8.2 Section 2. Procedure**4A.1.1.8.2.1 Step One**

Within ten (10) working days of the date the grievant becomes aware that he or she has been aggrieved, shall request in writing an informal meeting with the appropriate Department Chair, or Academic Director, and the appropriate Academic Dean to present the grievance. The Academic Dean shall schedule a meeting within ten (10) working days of such a request to discuss the grievance with the grievant(s). The Academic Dean shall notify the Human Resources Officer of the University and UFSLU President of the request for a meeting and the scheduled date of the meeting. The Human Resources Officer and the Grievance Officer shall serve as the timekeepers for the grievance procedure to insure that the meeting occurs within the prescribed ten (10) day period.

4A.1.1.8.2.2 Step Two

If the grievance is not resolved to the grievant's satisfaction at the informal meeting in Step One, then within ten (10) working days after the date of the meeting, the grievant shall present the grievance in written form to the VPAA and the UFSLU Grievance Officer, with a copy to the

Human Resource Officer (see form attached, Appendix A). The VPAA shall provide the grievant, the UFSLU Grievance Officer and the Human Resource Officer with a written answer within fifteen (15) working days of receipt of the formal grievance. If the VPAA is not able to meet this deadline, s/he will appoint a substitute within five (5) working days with the understanding that said individual shall respond to the grievant within the aforementioned fifteen (15) working days time period. The written grievance at this step and all steps thereafter shall contain the information shown in the original written grievance.

4A.1.1.8.2.3 Step Three

If the grievance is not resolved to the satisfaction of the grievant in Step Two, then within ten (10) working days after receipt of the VPAA response, the grievant may submit a request for review of the decision to the President. The President shall review the grievance and render a written decision to grievant(s) within ten (10) working days of receipt of the request for review of decision.

4A.1.1.8.2.4 Step Four

If the grievance is not resolved to the satisfaction of the grievant in Step Four, then within thirty working days after receipt of the President's response, the grievant may elect to follow the procedures and conditions of Article 9.

4A.1.1.8.3 Section 3. Abandonment

Failure of the University to observe any of the stated time limits in Steps One through Four shall allow the grievant to proceed to the next step in the grievance procedure. Failure of the grievant to appeal within the time limits set forth above shall terminate the grievance process with implementation of the decision rendered at the prior step. Any time limits established in the grievance process at any level may be extended by mutual consent of the parties upon written notice to the UFSLU Grievance Officer and the Human Resources Officer.

4A.1.1.8.4 Section 4. Settlement

The parties may settle the grievance at any step of the procedure set forth above. Said agreement shall be reduced to writing and signed by all parties with copies provided to the VPAA, the grievant, the President of UFSLU, and the Human Resources Officer.

4A.1.1.8.5 Section 5. Grievance Investigations

At the beginning of each academic year, UFSLU shall appoint two Faculty members who shall serve as Grievance Officers and submit their names, in writing, to the VPAA no later than September 10 of each academic year. The VPAA, the President, or the grievant may request a written report of the Grievance Officer's investigation.

4A.1.1.8.6 Section 6. Representation

The grievant in these proceedings shall have the right to representation by UFSLU at any step in these proceedings. The grievant shall not be required to discuss any grievance if the Grievance

Officer assigned is not present. The University may likewise invite any member of management to attend any proceedings set forth in this Article. The grievant and the University may invite witnesses at any point in the process.

4A.1.1.8.7 Section 7. No Reprisal

No reprisal or recrimination of any kind shall be taken by the University against anyone because of participation in the procedures set forth in this Article.

4A.1.1.9 ARTICLE 9 – ARBITRATION

4A.1.1.9.1 Section 1. Conditions

Only grievances which satisfy each of the following conditions and have been accepted by UFSLU for arbitration shall be subject to arbitration:

- (a) The grievance was filed in writing as specified in Article 8 and processed in the manner and within the time limits prescribed in the Grievance Procedure.
- (b) The written grievance and the written demand for arbitration clearly identified the Article, section, paragraph, and page of this Agreement which was allegedly violated.
- (c) The demand for arbitration was made in writing to the President of the University within thirty (30) working days from the date the decision was rendered at the last step in the grievance procedure or failure of the University to observe any of the stated time limits in Steps One through Four.

4A.1.1.9.2 Section 2. Demand for Arbitration

- (a) The demand for arbitration shall state the specific provision or provisions of the contract alleged to be violated, the nature of the dispute, and the remedy requested. Upon receipt of the demand for arbitration, the parties shall request the names of five (5) arbitrators from the American Arbitration Association which the location of any arbitration arising out of this Agreement shall be within the State of Florida. If the parties are unable to agree on an arbitrator from the list, then the parties shall alternately strike one name from the list and the remaining name shall be the arbitrator.
- (b) The parties may, at their option, agree in advance on the issues to be presented to the arbitrator.
- (c) The decision of the arbitrator shall be final and binding on both parties, and it will be rendered in writing within thirty (30) days following the conclusion of the hearing. The parties shall each bear the cost of preparing and conducting their own presentation, including payment of witnesses attending the hearing at their request. The party ruled against shall pay the cost of the arbitrator, including fees, hearing room and the cost of the transcriber, if any. The cost of the transcript and any associated copies shall be paid by the ordering party.

4A.1.1.9.3 Section 3. Power of Arbitration

The arbitrator shall only have jurisdiction to determine whether or not the alleged violation of the Agreement occurred as described in the written demand for arbitration. The arbitrator may consider, to the extent applicable, the entire contract in reaching such a decision.

However, the arbitrator shall have no power to add to, subtract from, modify, or alter terms of this Agreement, nor will the arbitrator have the power to arbitrate any matter, expressly or implicitly, excluded from arbitration.

4A.1.1.9.4 Section 4. Resolution

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder shall be processed through the grievance procedure and this Article until resolution.

4A.1.1.9.5 Section 5. Reasons

The University shall not submit any reasons for its actions against the grievant that were not presented during the grievance procedure prior to arbitration. Normally, the grievant change or modify the issues of his/her grievance prior to arbitration.

4A.1.1.9.6 Section 6. Abandonment

Failure of the University to observe any of the stated time limits in Steps One or Two shall allow the grievant to proceed to the next step in the grievance procedure. Failure of the grievant to appeal within the time limits set forth above shall terminate the grievance process with implementation of the decision rendered at the prior step. Any time limits established in the grievance process at any level may be extended by consent of the parties upon written notice to the UFSLU Grievance Officer and the Human Resources Officer.

4A.1.1.10 ARTICLE 10 – FACULTY APPOINTMENTS

4A.1.1.10.1 Section 1. Probationary Faculty Appointments

The VPAA shall consult with the appropriate Academic Director, Department Chair, Academic Dean and departmental and appropriate school Faculty in the appointment of new Faculty, hereinafter referred to as probationary Faculty, to the University. The Vice President shall not, in any respect, be bound by any recommendation of an Academic Director, Department Chair, Academic Dean, or Faculty member. Appointments to the Faculty of the University shall be made by the VPAA after consultation with the President of the University. For purposes of tenure and promotion, Faculty who begin their duties after the start of the academic year and no later than the beginning of the second semester, shall count that entire academic year as service. The initial rank of probationary faculty shall be determined by the Vice President for Academic Affairs. In addition, conditions for promotion and/or tenure must be stated in the initial appointment contract.

The probationary period for full-time tenure-track Faculty shall be a maximum of seven (7) years in length. Appointments shall be of the following length in order from the first year:

- The first year appointment is for one year;
- The second year appointment is for one year;
- The third year appointment is for two years;
- The fifth year appointment is for two years; and
- The seventh year appointment is for one year.

At the Faculty member's request, the probationary period may be extended for disability and for the purposes of child bearing or rearing if the Faculty member (male or female) is a primary or coequal caregiver of newborn or newly adopted children. This extension shall be granted only if the faculty requests and is granted full or partial leave of absence. The Faculty member shall be granted an extension of the probationary period for up to one year for each child not to exceed more than two one-year extensions.

The University may elect not to renew said Faculty member's employment upon any expiration date thereof during the probationary period for any reason whatsoever. If the University elects to exercise its rights under this section during any year of the probationary period, the following notification provisions shall apply:

- Year 1 – February 1;
- Year 2 – February 1;
- Year 4 – November 15;
- Year 6 – February 1;
- Year 7 – March 1 or within five (5) working days of the conclusion of the Spring;
Board of Trustees Meeting, whichever is later.

All Tenure decisions must be ratified by the Board of Trustees. Tenure, if granted, will take effect on August 15 of the academic year immediately following the decision of the Board of Trustees. Promotion, if granted, will take effect on August 15 of the following academic year.

4A.1.1.10.2 Section 2. Non-Renewal/Termination

Once tenure has become effective, a Faculty member will receive continuous employment for each successive year until retirement or until the Faculty member is terminated for just cause or reduction in force.

(a) Termination of Employment. A tenured Faculty member will be terminated from the university, only for Just Cause, which is defined as follows: academic incompetence, neglect of duties, incapacity to perform assigned faculty duties, misconduct, or moral turpitude. It is expressly understood by and agreed to among the parties that a full-time, tenured Faculty member who is also serving as the coach of an intercollegiate athletic team either may be suspended for a period of time without pay, or the coach's employment may be terminated if found to be involved in a deliberate and serious violation as defined by the NCAA regulations. Coaches are hired, evaluated, retained and dismissed by the Athletic Director. A Faculty member who no longer coaches returns to her/his full time faculty responsibilities.

(b) Reduction in Force. Should the University foresee the need for a reduction in force during the terms of this agreement, the VPAA will notify UFSLU President in writing of the University's intent. The notice will include the rationale for, and anticipated extent of, the reduction and the effective date of the reduction. The rationale for a reduction in force may include man-made and natural disasters, acts of God, program termination or financial exigency. The effective date of reductions in force will normally occur at the end of the current annual contract period of the affected Faculty members. Notice of reduction in force to affected persons will provide a minimum notice of one academic term. Contracts for less than a full academic year may be issued to provide the required minimum notice. Written notice to UFSLU President, including the names of the faculty affected will be provided a minimum of thirty (30) calendar days prior to the anticipated notice date to affected persons. In all cases of termination of appointment because of financial exigency, the place of the faculty member shall not be filled by a replacement within a period of three (3) years unless the released Faculty member has been offered reinstatement and a reasonable time in which to accept or decline it. The University and UFSLU will negotiate any differences in the order of reduction and the order of recall. Should negotiations not be concluded within twenty-six (26) calendar days of notice to UFSLU, the University will have the right to proceed with the notice requirement to the person(s).

4A.1.1.10.3 Section 3. Visiting Faculty

Years of service as a visiting or non tenure track Faculty member shall count toward the probationary period for a tenure-track position if the Faculty member is hired for a tenure-track position, and if the Faculty member decides to count some or all of these years toward the probationary period. Visiting Faculty members may serve in a full time capacity for no more than five (5) years.

4A.1.1.11 ARTICLE 11 – PROMOTION AND TENURE

4A.1.1.11.1 Section 1. General Policy Regarding Promotion and Tenure

Saint Leo University, a Roman Catholic teaching university, commits to excellence as one of its six core values. Promotion and Tenure are the means by which the University recognizes individual Faculty for excellence in their faculty role. Tenure may be applied for and considered no sooner than the fifth year and must be applied for and considered in the sixth year. Faculty denied tenure in the fifth year have the right to re-apply for tenure in the sixth year. Faculty denied promotion may re-apply in any subsequent year.

The only exception to the above outlined tenure schedule can occur when the University wishes to hire faculty who have held a tenured position at the rank of Associate or Full Professor, at another baccalaureate degree granting college or university. The University may hire this person with the contractual stipulation that this faculty member may apply for tenure in January of the second year. The application will be evaluated by the Committee, the Vice President for Academic Affairs and the President following the annual promotion calendar. If granted, tenure will take effect in the fall of the next academic year.

Promotion and Tenure Committee deliberations shall be taped and sealed. The sealed tape shall be kept for seven years following the decision of the Board of Trustees. The University attorney shall keep the sealed tape for seven years. After the seventh year the tape shall be destroyed.

In the case of a disputed decision of the Board of Trustees regarding promotion and/or tenure, the sealed tape may be opened in the presence of appropriate persons as described in the Grievance process if requested by either administration or the grieving faculty member.

4A.1.1.11.2 Section 2. Policy Particular to Tenure, Promotion, Graduate Faculty and Non-Teaching Faculty

Promotion and tenure decisions at Saint Leo University are made on the basis of documented and evaluated performance in three areas: (1) teaching; (2) scholarly growth (3) institutional and community service.

(a) Tenure and Promotion: The primary criteria for decisions regarding reappointment, tenure and promotion are excellence in classroom teaching and in facilitating student learning. Teaching Faculty must demonstrate excellence in teaching, a part of which is academic advising. Teaching Faculty must also demonstrate excellence in either (1) scholarly growth or (2) institutional and community service.

Scholarly growth may be demonstrated through professional development and/or research. The definition of professional development and scholarly research will be determined by the relevant School. The University will recognize both traditional and non-traditional means of demonstrating professional development and/or research.

(b) For library Faculty, professional library service contributing to the educational function of the University is the primary area of faculty performance and of evaluation.

(c) For Faculty with no teaching assignments, professional responsibilities that are directly related to their assignments are the primary area of faculty performance.

(d) For Graduate Faculty, traditional research as recognized by their discipline leading to publication in appropriate formats is expected. This provision does not obligate the University to fund the research.

4A.1.1.11.3 Section 3. Promotion and Tenure Committee

The purpose of the Promotion and Tenure Committee is to give to the administration the recommendations of the faculty regarding the suitability of applicants to be promoted or tenured. Therefore, the members of the Promotion and Tenure Committee will be elected by the full-time faculty at the last faculty meeting of the academic year.

This committee shall be composed of five (5) tenured faculty members, holding the rank of Professor. Faculty members are elected to this committee for two-year terms. Three members' terms begin on even years and two members' terms begin on odd years. Faculty may serve no more than two (2) successive terms. No more than one (1) member can be from any one department. No more than two (2) members can be from any one school. One member of the Promotion and Tenure Committee shall come from non-University campus faculty.

The three positions on the Promotion and Tenure Committee shall be selected in the following manner:

1. The top five vote getters will be submitted to the President. They will be submitted in alphabetic order.

2. The President selects one as his/her appointee to the Promotion and Tenure Committee.
3. The next top two will also serve on the Committee.

In alternative years when only two positions are open the top two vote getters will be elected to the Committee.

The Chair shall be elected from and by the members of the Promotion and Tenure Committee.

The Faculty Promotion and Tenure Committee shall review the credentials of faculty that submit application for promotion and/or tenure. The Faculty Promotion and Tenure Committee shall recommend those faculty members qualified for promotion and tenure to the Vice President of Academic Affairs. Upon consultation with the Promotion and Tenure Committee and with the VPAA, the President recommends promotion and/or tenure of faculty to the Board.

The Promotion and Tenure Committee, Vice President of Academic Affairs and the President shall make these recommendations in accordance with the General Policy Regarding Promotion and Tenure listed at Article 11 Section 1 and 2.

4A.1.1.11.4 Section 4. Procedures for Promotion and Tenure Applications

The Faculty member who is applying for promotion and tenure has the responsibility of presenting an application package that documents his or her performance in each of the above areas in an appropriate and complete manner. A Faculty member may consult with the Faculty Handbook. However, the Handbook is not a part of this contract and other formats, if approved by the Dean and faculty of the relevant school, are equally acceptable.

Department Chairs and Directors or Deans provide the Promotion and Tenure Committee with written evaluations and recommendations for promotion and tenure as appropriate.

4A.1.1.11.5 Section 5. Beginning of the Promotion and Tenure Calendar

Before September 30, the Committee shall meet together with the President of the University, the Vice President of Academic Affairs, and the president of UFSLU to review the criteria and procedures outlined in the Saint Leo University Collective Bargaining Agreement. Following that meeting, the Committee Chair shall meet with School Deans to review these criteria and procedures.

By September 15, the VPAA shall inform all Faculty of the annual tenure and promotion schedule.

4A.1.1.11.6 Section 6. Tenure Calendar

(a) By September 30th of each year, probationary Faculty who meet all qualifications and who wish to apply for tenure must submit a letter of intent to apply for tenure to the VPAA who in turn informs the Committee Chair.

(b) On or before October 31st of the current year, the formal application for tenure is simultaneously submitted to the Chair of the Promotion and Tenure Committee and to the VPAA.

(c) On or before December 15th of the current year the Chair of the P&T Committee must submit the Committee's recommendations and rationale to the VPAA.

(e) Written minutes of the meetings shall consist of a statement of subjects covered. No information shall be included that would identify the vote or remarks of any individual member or group of members. The recommendations concerning faculty tenure and/or promotion shall be decided by a majority vote of the full committee.

(f) On or before January 10th of the current year the VPAA submits his or her recommendations along with those of the Committee to the President.

(g) Following the February Board of Trustees meeting, the President will communicate in writing his/her final decision to the candidate, VPAA and to the Chair of the Promotion and Tenure Committee within two weeks of the Board of Trustees' decision. If the President disagrees with the recommendations of the Faculty Promotion and Tenure Committee, the President shall meet with the committee to discuss his/her rationale prior to sending out the letter to the faculty.

(h) Tenure if granted, will take effect at the beginning of the next academic year, starting August 16th.

4A.1.1.11.7 Section 7. Promotion Calendar

(a) Faculty members who wish to be considered for promotion must notify the VPAA and Committee Chair in writing prior to December 1st of the current year.

(b) A candidate for promotion must submit a complete application to the appropriate Dean or the Director of Library Services with a copy of his or her Department Chair for review prior to February 1st of the current year. The Dean and Department Chair shall notify the VPAA and the Chair of the Promotion and Tenure Committee of receipt of the application materials and provide them with the candidate's dossier along with supporting materials.

(c) The Dean and Department Chair shall forward the application with their recommendation to the Committee Chair prior to February 15th of the current year. The Chair of the Committee will convene the Committee to begin review of the applications prior to February 15th of the current year. Should they choose, candidates may also submit supporting documents from professional colleagues with direct knowledge of the applicants teaching service, scholarship, professional development, and committee work.

(d) The Committee will submit its recommendations to the VPAA in writing prior to March 15th of the current year.

(e) Minutes of the meetings shall consist of a statement of subjects covered. No information shall be included that would identify the vote or remarks of any individual member or group of members. The recommendations concerning faculty tenure and/or promotion shall be decided by a majority vote of the full committee.

(f) The VPAA will submit his/her written recommendations along with those of the Committee to the President on or before April 1 of the current year.

(g) Following the May Board of Trustee meeting, the President will communicate in writing his/her final decision to the candidate, VPAA and to the Chair of the Promotion and Tenure

Committee within two weeks of the Board of Trustees' decision. In the event the President's decisions do not agree with the Faculty Promotion and Tenure Committee, s/he shall meet and discuss his/her decisions with the Committee. Promotion, if granted, will take effect on August 16th which begins the next academic year.

(h) Any changes in the specific listed dates such as those created by calendar variances are circulated by the Office of the VPAA on or before September 15th of each academic year.

4A.1.1.12 ARTICLE 12 – PROFESSIONAL DEVELOPMENT

4A.1.1.12.1 Section 1. Professional Development Fund

The University shall establish an annual professional development fund of no less than \$75,000. The fund shall be placed in a separate budget in Academic Affairs. Disbursement of funds will be made by a committee comprised of two academic administrators appointed by the VPAA and two faculty appointed by the President of the Union.

Fulltime faculty will apply for professional development funds by submitting a standardized form supplied by the University indicating the purpose of the activity and the impact funding will have on the faculty members teaching and professional development. A final report will be required that document the use of the funds and attest that all University financial policy and procedures have been followed.

4A.1.1.12.2 Section 2. Sabbatical

(a) Sabbatical – Definition and Eligibility. Sabbatical Leave shall be considered a reassignment from normal teaching responsibilities for a specific period of time and for a specified academic purpose from which both the Faculty member and the University shall benefit. A sabbatical may be taken for one full academic year or for one full regular semester (a regular semester is the fall or spring semester). A Faculty member is eligible for sabbatical leave during and after the seventh year of service dating back to the initial appointment or to the prior sabbatical leave.

(b) Application for Sabbatical. The application for sabbatical shall be submitted by September 15th one year prior to the current academic contract year in which the Faculty member wishes to start the sabbatical leave. She/he must submit to the Department Chair and Dean a written notice of intent to file for sabbatical leave. In no event shall the actual application for sabbatical leave be filed less than six (6) months prior to the academic semester when the sabbatical is proposed. The sabbatical project shall be outlined in details in the application. As a part of the sabbatical application the Faculty member applying for a sabbatical must provide clear and measurable goals for the sabbatical. The sabbatical project must be of a significant scholarly nature and should enhance Faculty member's professional development and his/her teaching effectiveness.

(c) Approval Process. The application shall be submitted to the Faculty member's Department Chair. Within thirty days, the Chair shall make a recommendation to the appropriate School Dean. The Department Chair's recommendation shall assess the validity of the proposed project; comment on the effect the project may have on teaching and learning, and shall detail the courses that will not be taught or a plan for teaching courses in the absence of the faculty member who shall be on sabbatical. The Dean will recommend an action to the VPAA within fifteen (15) days of receipt of the Chair's recommendation and forward that recommendation to the VPAA.

The VPAA shall decide to grant or refuse the request for sabbatical leave within thirty (30) days. The VPAA may defer a sabbatical leave for programmatic and/or financial reasons. Generally, no more than one faculty member per school shall be granted a sabbatical in the same semester or year.

(d) Required Report and Commitment. Within three (3) months after the conclusion of a sabbatical, the Faculty member must file a written report on the sabbatical project to the VPAA detailing how the sabbatical project was completed. This report shall provide the Faculty member's assessment of how the clear and measurable goals of the sabbatical were met and shall provide appropriate supporting documentation. The VPAA will share the report with the Dean, Department Chair and with the faculty as a whole. The report shall be placed on reserve in the Library for review. Upon request the Faculty member also agrees to make a presentation to the faculty or Board of Trustees. By accepting a sabbatical leave, the Faculty member commits himself/herself to one (1) year of full-time service to the University immediately following the expiration of the sabbatical. In the event the Faculty member does not comply with the terms of the Sabbatical or this Section the Faculty member agrees to compensate the University in an amount equal to their salary.

(e) Compensation during Sabbatical. A Faculty member on sabbatical for an academic year (fall and spring semesters) will receive one half of his/her annual salary. A Faculty member on sabbatical leave for one semester (fall or spring) will receive the full salary during the sabbatical period. All benefit plans which are operative during the full-time employment will continue during sabbatical with the same contribution schedule from the University and individual participants; benefits related to salary levels are determined in accordance with the salary actually paid.

4A.1.1.12.3 Section 3. Reassigned Time

Faculty members may be granted a reassignment of time from teaching for professional development purposes or for administrative duties. Normally, this reassignment of time is granted for no more than one (1) year. A Faculty member who wishes to have reassigned time for purposes of professional development must make application through his/her Department Chair and Dean to the VPAA. The procedure for requesting a reassignment of time is as follows:

(a) For the fall semester, a Faculty member should make written application to his/her Department Chair before April 1st of the preceding academic year. The request and application for reassignment of time, for the spring semester, must be submitted no later than October 1st to the Department Chair.

(b) The Faculty member's application must include a complete description of the work that is proposed and estimates of the time required to complete the work.

(c) The Department Chair, in reviewing the application, must comment on both the scope of the work its relevance to department needs and goals and on the reasonableness of the request. The Department Chair will in turn, forward her/his recommendation to the Dean within ten (10) business days of receipt of the request. The Department Chair's written recommendation must include a description of how the Department Chair proposes to replace the Faculty member for the course/courses that will be reassigned.

(d) The Dean in turn will review the application for reassignment of time for professional development and will forward her/his written recommendation to the VPAA within five (5) days. The Dean's analysis must include commentary on the impact of any courses not taught on the curriculum and on students.

(e) The VPAA, in turn, will make the final decision regarding the reassignment of time and will respond in writing within ten (10) business days of the receipt of the Dean's recommendation.

4A.1.1.13 ARTICLE 13 – SALARY

4A.1.1.13.1 Section 1. Salary Applications

Assistant, Associate and Full Professor salaries will be minimally increased as set forth below:

Academic Year 2005-06	a minimum of 5.0% salary increase
Academic Year 2006-07	a minimum of 5.0% salary increase
Academic Year 2007-08	a minimum of 4.50% salary increase

4A.1.1.13.2 Section 2. Increases for Faculty Promoted or Completing Doctorates

Current Faculty pursuing a doctorate, who complete their doctorate in a regionally accredited university, in a discipline that is offered at University Campus or a discipline related to the teaching responsibilities of a Faculty member and that will meet SACS clearance criteria for that discipline, shall have their salary increased 10% (see current University catalog for disciplines offered at University campus). If completion is after the start of an academic year, the salary will be prorated from the completion date for the remainder of the academic year.

Faculty promoted with an effective rank change will be granted a salary increase. The salary increase will be at least \$5,000 and shall be sufficient to bring them to at least the 25th percentile of the internal reference group for their rank.

4A.1.1.13.3 Section 3. Directed Studies and Course Overloads

(a) Faculty who teach courses as an overload, except in the cases of forced overload as outlined in Article 14, Section 3e and f, shall be paid not less than \$1,800.

(b) Faculty who teach directed studies shall be paid \$300 per student per course.

4A.1.1.14 ARTICLE 14 – FACULTY RESPONSIBILITIES

4A.1.1.14.1 Section 1. General

Saint Leo University, Incorporated, is a Roman Catholic institution, which recognizes the teachings of the Roman Catholic Church. While the University does not require that Faculty practice or profess the Roman Catholic faith, nor accept the teachings of the Roman Catholic Church, the University does require that all Faculty members recognize, understand, and support

the University's mission. It is a part of the professional responsibility of Faculty to carry out their duties in an appropriate manner and place.

4A.1.1.14.2 Section 2. Classroom Instruction and Related Responsibilities

At the first class of each semester or term, Faculty members shall distribute or post on an approved University web site, a syllabus to each student and submit to the School Dean a copy of the syllabus for each course they teach. The syllabus shall include the following:

Course prefix, number, section, title, term, credit hours, instructor's name, prerequisites (from catalog), text(s) required and recommended, attendance policy, academic honesty policy (including the definition of plagiarism), methods of evaluating student performance (including grade weights and percentages), course objectives, course content and schedule, instructor's office hours, office phone number and location, and ADA Statement.

Faculty members shall meet all classes as outlined in their syllabus within the academic calendar including the scheduled final examination period. The course meeting day and time, as listed in the official University course schedule, shall not be changed without the approval of the appropriate School Dean and the University Registrar.

Faculty members shall apply the University's grading system as set forth in the current catalog and shall determine the academic proficiency and understanding of the students in accordance with the standards of the University. All courses are expected to include a final examination given at the scheduled final examination period or a final project due at the scheduled time for the final examination. Final examinations are not to be given at the last class meeting time.

Faculty members shall enforce the University's policy on academic honesty.

Faculty members shall submit mid-term grades and final grades to the Registrar's Office by the date specified by the University. Faculty shall assign final grades based on the criteria outlined in their course syllabi. There shall be no change in a final grade except for a computational error and at the direction of the Faculty member and with the approval of the appropriate School Dean and the VPAA.

Faculty members shall administer student ratings of teaching based on the instrument determined by the Institutional Assessment Committee of the University Senate and shall administer said evaluation in every course, every semester.

University may request a Faculty member to develop and deliver an electronic platform course outside of the normal responsibilities with in this agreement. University shall offer tenured track faculty the right of first refusal for the development of any electronic platform course. Faculty members individually are not restricted under the terms of this Agreement from contracting with the University for all or part of the development of these courses.

4A.1.1.14.3 Section 3. Workload

Each semester, full time Faculty teaching assignments will require one of the following:

1. 12 credit hours per semester;
2. 9 undergraduate credit hours + 3 graduate credits;

3. 3 undergraduate credit hours + 6 graduate credit hours + regularly assigned graduate student advising;
4. 6 undergraduate credit hours + 6 graduate credit hours;
5. 9 graduate credit hours + regularly assigned graduate student advising.

Any work exceeding the above patterns is considered Overload.

In pattern 2, the Faculty member shall receive an additional payment of \$750. In pattern 4, the Faculty member shall receive an additional payment of \$1500.

(a) In order to achieve the University's goals of (1) excellence in teaching and (2) small, intimate classes that promote retention, class sizes will generally be limited.

Unless the instructor agrees to lift the cap, the class cap size cannot exceed 25 students per class, excepting (1) Freshman English Composition courses, the caps for which are 18 students and (2) remedial English and Math courses, the caps for which are 15 students. This applies to all courses taught at all locations whether face to face or any other mode of instruction, excepting any arrangements with Bisk Publishing. If the instructor agrees to lift the cap, for each student over 25, the instructor will be compensated at \$100 per student. This does not preclude the option for the administration and an individual faculty member to enter into a voluntary agreement in which a class size over 48 may count as six or more credit teaching hours. In such cases, the \$100 additional compensation rate will not apply.

(b) Professional duties may be assigned in lieu of normal teaching workload by the VPAA in consultation with the School Dean and the appropriate Department Chair and with the mutual consent of the Faculty member.

(c) As a part of their full time workload, faculty may be required to teach a course delivered partially or completely online. Faculty must be given sufficient time to be trained in the course platform used. In addition, in cases where SACS mandates as part of a Faculty members fulltime workload can be met or in cases where a Faculty member does not have a sufficient course load on campus meet their fulltime obligations through an assignment by the VPAA or Dean to teach a campus-based Weekend and Evening course. The Faculty may be assigned to teach at another School of Continuing Education Center by mutual consent.

(d) A Faculty member who begins his/her Saint Leo University fulltime faculty appointment after August 15, 2003 may be assigned to teach at Mac Dill, St. Petersburg, Weekend and Evening, COL, DL or in another Continuing Education Center program. The University shall compensate a Faculty member assigned to teach at an off campus location for travel in keeping with University travel policy.

(e) Except in cases of University need the University will not require the overload teaching assignment, if the Faculty member does not desire it. Cases of need include:

- i. To meet SACS mandated requirements regarding the 25 percent rule.
- ii. To meet SACS mandated requirements regarding faculty credentials.
- iii. Where the administration demonstrates that an unexpected increase in enrollment occurred after August 1st or after January 5th of each academic year, that prevent the Department Chair, School Dean or VPAA from hiring a SACS qualified adjunct Faculty members.

In those cases above where SACS related mandates and/or unexpected enrollment require the administration to add a section, the assigned fulltime Faculty member shall be compensated at the rate of \$2,000 above the set overload rate.

The administration shall make every effort to find qualified Faculty who will volunteer to teach these courses; however, the university must affirm its obligation to meet student academic needs with integrity. In a case where an assignment will cause an undo hardship to a Faculty member, the assignment shall be considered a basis for a grievance.

(f) Except by mutual consent, Faculty shall not be assigned to more than two committees at the same time. Faculty members are expected to serve on at least one committee regularly.

(g) Directed studies and Independent studies shall be assigned with the mutual consent of the Faculty member and the School Dean. Directed studies are not normally a part of the teaching load.

4A.1.1.14.4 Section 4. Internships, Applied Music, and Coaching Duties

(a) Internships - All Departments: Faculty members will be credited with one three (3) credit hour course per the number of interns as delineated below. Supervision of 5-9 interns is considered a normal load to be counted as one course, except for teacher education where the number is 3-5. The maximum number of interns shall be supervised by one Faculty member whenever possible.

(b) Department of Fine Arts: Applied music courses, MUS 120, 220, 320, 420, shall not be considered in calculating faculty workload. Faculty members offering these courses are paid from student fees collected. Art studio courses will be credited to the Faculty member as one (1) credit for each two (2) studio hours.

4A.1.1.14.5 Section 5. Tutoring, Librarians and Lab Courses

(a) Tutoring: Tutoring is not a faculty member function except as a necessary extension of teacher/student contact in teaching academic courses. Should a Faculty member be assigned tutoring duties, six tutoring hours shall be the equivalent of one three-credit hour course.

(b) Librarians: Librarians are normally paid for a 40-hour week, of which thirty-five (35) hours are assigned for library duties. The additional five (5) hours are to be spent pursuing professional development activities at the librarian's discretion. Librarians are appointed for at least nine (9), ten (10) or twelve (12) month annual contract.

(c) Department of Mathematics and Science: One lecture hour per week shall equal one credit hour; each hour of laboratory per week shall be credited as 1 credit hour.

4A.1.1.14.6 Section 6. Advising/Office Hours

(a) The School Deans shall assign School Faculty members duties as academic advisors.

(b) Faculty members shall maintain a minimum of ten (10) office hours, six (6) of which shall be posted. The non-posted hours may be used for class preparation, professional and scholarly growth, and institutional and community service. When necessary, Faculty shall be available to meet with students during non-posted office hours.

(c) Faculty members perform two primary kinds of advising. First, they work with students to help them better understand specific course and/or curricular requirements. In addition, faculty members advise students regarding the professions and professional schools (law, business, health professions, graduate programs of all types) and employment and life goals.

4A.1.1.14.7 Section 7. University Functions

(a) All Faculty members shall attend all general faculty meetings and be given reasonable notice of same.

(b) Faculty members shall participate in graduation ceremonies and other officially designated University functions not to exceed three, including graduation, in number during any academic year. Faculty members shall wear full academic regalia for these functions.

(c) Faculty members shall attend all scheduled School and Department meetings, provided reasonable notice is given by the School Dean or Department Chairs, or the Director of Library Services.

(d) Faculty members may submit a written request to the School Dean or the Director of Library Services to be excused from participation in functions outlined in (a), (b) and (c) above. Permission shall be granted by the School Deans or the Director of Library Services only in cases of emergencies, illness, or in cases of conflict with other University activities.

4A.1.1.14.8 Section 8. Academic Year, Academic Calendar, and School Year

The term “school year” refers to a student obligation and consists of two academic semesters as determined by the University. The term “academic year” applies to Faculty members and consists of (9) calendar months beginning August 16th ending May 15th.

The University shall not require the Faculty members to carry out work assignments on days described as University holidays. University holidays are defined as days when the University Campus Offices are closed.

The academic calendar includes the following breaks when classes will not be held: Fall Break, Thanksgiving Student Break, Christmas Break beginning after final grades are due and ending five (5) working days prior to the first day of class in the Spring semester, Spring Break as defined by the University Student Calendar, and Good Friday. The University shall not require Faculty to carry out work assignments during said breaks except in highly unusual circumstances.

4A.1.1.15 ARTICLE 15 – FRINGE BENEFITS AND LEAVES

4A.1.1.15.1 Section 1. Payroll Deduction for NEA Benefits

The University shall provide payroll deduction service for participation in NEA benefits for those Faculty members who desire to participate. Faculty members shall submit the proper payroll deduction authorization forms. UFSLU shall hold harmless, indemnify, and defend the University from all claims arising from the University’s compliance with this Section.

4A.1.1.15.2 Section 2. Health Benefits

The University shall contribute a minimum of \$363 a month (including HRA contributions) toward the total premium charged by the carrier of each of the academic years through 2007-08. The University and faculty members shall equally share any applicable premium increases through duration of this agreement. Faculty contribution shall be capped at up to a maximum of \$40.00 for premium increases per month during the first year. Thereafter, faculty contributions toward any applicable premium increases shall be capped during the second and third year at \$45.00 and \$50.00 per month respectively.

The University may offer other coverage, which will be paid by the Faculty member as a payroll deduction if such coverage is elected by the member during the normal enrollment periods.

The Health Reimbursement Account (HRA) dollars provide to faculty by the University shall not decrease below the 2005-06 level at anytime during the duration of this agreement. The 2005-06 HRA contributions are as follows:

PPO/80-\$33

PPO/70-\$75

Risk/Reward- \$115

4A.1.1.15.3 Section 3. Other Fringe Benefits

The University shall continue to maintain the following additional fringe benefits that are currently in effect: life insurance, disability, tuition remission, workers' compensation, and other benefits commonly available to University employees, except where expressly modified or limited by this Agreement.

4A.1.1.15.4 Section 4. Leave Benefits for Librarians

Librarians are full time Faculty members who work nine (9), ten (10), or twelve (12) month contracts. Leave shall accrue according to the following schedule:

Nine (9) month contracts: Forty (40) hours personal leave will be accrued at the beginning of each academic year on August 16th, for use during the academic year exclusive of summer unless Faculty is engaged in teaching under this Agreement during that period. Sick leave shall accrue at the rate of four (4) hours per pay period for the nine (9) month contract period. Days off for personal or sick leave shall be reported by the submission of an Employee Leave Authorization Form to Human Resources prior to the leave being taken or immediately upon return from leave period. Unused personal leave at the end of the contract work period will not be allowed to be carried over to the next academic year. Sick leave will continue to accrue to a maximum of ninety-six (96) hours. The eligibility period for Personal and Sick Leave shall be limited to the nine (9) month work period.

Ten (10) month contracts: Forty (40) hours personal leave will be accrued at the beginning of each academic year on August 16th, for use during the academic year exclusive of summer term unless Faculty is engaged in teaching under this Agreement during that period. Sick leave shall accrue at the rate of four (4) hours per pay period for the ten (10) month contract period. Days off for personal or sick leave shall be reported by the submission of an Employee Leave

Authorization Form to Human Resources prior to the leave being taken or immediately upon return from leave period. Unused leave at the end of the contract work period will not be allowed to be carried over to the next academic year. Sick leave will continue to accrue to a maximum of ninety-six (96) hours. Personal and Sick Leave must be used during the ten (10) month work period.

Twelve (12) month contracts: Leave will be accrued at the rate of eight (8) hours per pay period for vacation leave and four (4) hours per pay period for sick leave beginning upon the completion of ninety (90) days of continuous employment. Sick leave will continue to accrue to a maximum of ninety-six (96) hours. Leave shall be reported by the submission of an Employee Leave Authorization Form to Human Resources prior to the leave being taken or immediately upon return from leave period. Vacation leave will accrue on a semi monthly basis. The maximum allowable carryover for each fiscal year will be 264 hours. Excess beyond the 264-hour maximum limit as of June 30th of each year will be lost.

4A.1.1.15.5 Section 5. Retirement Funds

The University will continue to contribute an amount equal to a percentage of each Faculty member's salary to a retirement fund. Conditioned upon the Faculty member's written agreement to contribute, the University will match the contribution as follows:

<u>Faculty Contribution</u>	<u>University Contribution</u>
1%	3%
2%	4%
3%	5%
4%	6%
5%	7%
8%	8%
8.5%	8.5%

The Faculty member may make changes to the retirement contribution amounts twice per year, in the months of September and January, subject to IRS regulations and the Saint Leo University Defined Contribution Retirement Plan.

4A.1.1.15.6 Section 6. Sick Leave

Members of the bargaining unit shall be provided sick leave at the accrual rate of four (4) hours per pay period. Sick leave will begin accruing in the first pay period upon completion of ninety (90) days of continuous employment and will accrue to a maximum of ninety-six (96) hours. Sick leave should be reported on an Employee Leave Authorization form and submitted to the appropriate academic Dean for submission to the Department of Human Resources with the department's payroll records.

4A.1.1.15.7 Section 7. Military Leave

Short-term Scheduled Military Leave. Faculty members with scheduled Armed Forces Reserve or National Guard obligations are expected to meet those obligations outside of regular University duty hours. Any Faculty involuntarily called to military duty during regular University assignments shall be granted paid short-term military leave not to exceed ten (10) working days.

Long-term Military Leave. Long-term military leave is leave without pay. Any Faculty member who is inducted or called to active duty in the armed forces of the United State for training or service is assured of re-employment with the University if the Faculty member:

1. Was not filling a temporary position;
2. Has a certificate of satisfactory completion of military service;
3. Makes application for re-employment with the University within ninety (90) calendar days after being relieved from training and service; and
4. Is still qualified to perform the duties of the position left.

If a Faculty member is continuously hospitalized at the time of separation from the military, and the hospitalization does not continue for more than one year after separation, the requirement of Step 3 is extended up to ninety (90) days after the end of hospitalization.

Faculty members who are not qualified to perform the duties of their former position because of disabilities sustained during military service shall be offered employment in other positions for which they are both qualified and capable of performing provided such a position exists and is vacant. To the extent possible, these positions shall offer like seniority, status and pay.

These same provisions are extended to any Faculty member who is similarly called into the National Guard, or a reserve component of the Armed Forces of the United States.

Faculty members who are restored to employment at the University under this section shall:

1. Be credited with unpaid leave of absence during the period of training or service;
2. Be re-employed without loss of seniority;
3. Be entitled to participate in insurance or other benefits offered by the University at the time the employee was inducted, and if such benefits remain available to members of the bargaining unit; and
4. Not be discharged from the position in which they are re-employed, except for cause, for a period of one year after the effective date of re-employment.

The provisions of this section do not apply to Faculty members who volunteer for active military service.

4A.1.1.15.8 Section 8. Disability, Parental, and Family Leave

(a) Disability Leave: The University provides short-term disability (STD) and long-term disability (LTD) coverage for Faculty who have a medical illness, injury or condition which requires and extended disability leave. STD and LTD programs are operated in accordance with the guidelines set forth in the Non-Occupational Short Term Disability Plan for STD coverage

and the Group Long Term Disability Plan for LTD coverage. Any reduction in the present level of benefits would be subject to negotiation between the University and UFSLU.

Short term disability coverage (STD) is provided through a University program for only one twelve week period per year based on the determination of a qualified medical provider. A one year eligibility period must be completed prior to becoming eligible for use of STD coverage. An employee is not eligible again for short term disability until one year (12 months) from the end date of the prior disability period.

Prior to eligibility for STD, faculty members must utilize all available sick leave. After all sick leave has been exhausted the faculty member must request STD coverage. Requests for STD coverage requires the submission of a short term disability application to the Department of Human Resources in advance of a known leave period or immediately following (within one week) the beginning of the leave period in the case of an emergency.

In the case of STD, the faculty member's individual contract shall be honored as it relates to salary and benefits which shall be offset by any University insurance reimbursement toward faculty members STD salary coverage.

Long term disability coverage is provided by a fully insured LTD insurance carrier. A one-year eligibility period must be completed prior to becoming eligible for use of LTD coverage. LTD starts upon the completion of the STD period. Request for LTD coverage requires the submission of a long-term disability application with the applicable insurance carrier. Application packages are available through the Department of Human Resources. The LTD insurance carrier is the sole responsible party for qualification and approval of LTD benefits. In order to receive benefits under LTD any existing University Faculty employment contracts must be terminated prior to eligibility for LTD.

(b) Parental Leave: One full semester of unpaid parental leave will be granted upon request for birth or adoption of a child. The Faculty member must request this leave in advance of the beginning of the term/semester to the Division Dean through the Department Chair so that Faculty responsibilities will be adequately covered. Parental leave must be completed within one year of the birth or adoption. If this occurs at mid-semester, the Faculty member will be assigned non-teaching duties, or at her/his option, be placed on leave without pay until the end of the semester.

(c) Family Leave: Family leave as provided by federal law will be provided for other conditions not covered under disability or parental leave. Nothing in this section is intended to limit or reduce the benefits provided under applicable federal law. If this occurs at mid-semester the Faculty member will be assigned non-teaching duties, or at her/his option, be placed on leave without pay until the end of the semester.

4A.1.1.15.9 Section 9. Leave Without Pay

A leave of absence without pay may be granted by the VPAA with the approval of the President of the University upon a favorable recommendation by the appropriate Dean or Director of Library Services. A leave of absence without pay may be granted for formal study, research, scholarly pursuit, family leave, parental leave, extended illness, or other reasons the University deems to be in the best interest of the University and of the Faculty member.

Ordinarily, permission for a leave without pay shall be requested one semester before the semester when it is to begin. Permission shall normally be granted for only one year.

During the time of the leave, the Faculty member shall, within the limits of the carrier's contracts with the University be eligible for group insurance (to be paid by the individual). Tenure status shall not be affected by a leave without pay. Leave time shall not be counted as time served in consideration of sabbatical leave eligibility, nor shall it be considered for tenure or promotion unless the Faculty member has performed professional activities and would like to count it toward tenure or promotion eligibility.

The Faculty member shall give ninety (90) days notice of their intent to return or not to return to the University. Failure to give notice may result in the loss of severance pay. Upon return, the Faculty member shall be reinstated to the same or similar position. The Faculty member's salary may be adjusted at the discretion of the University to reflect increases distributed during the period of leave.

4A.1.1.15.10 Section 10. Emergency Leave

Faculty members shall, at the discretion of the University, be granted leave for personal reasons, including bereavement. Such leave shall not be unreasonably denied.

Bereavement leave shall be granted for up to five (5) business days for the death of a member of the Faculty member's immediate family. Immediate family shall be defined to include spouse, child, brother, sister, parent, grandparent, grandchild, and other permanent household residents.

The Faculty member shall notify the Department Chair or Director and the appropriate Dean of the need for such leave as soon as practical.

4A.1.1.15.11 Section 11. Faculty Employment Phase-Out

Full-time, tenure-tracked faculty may select to retire from University service through a two year Phase-Out plan. The requirements for eligibility are:

1. The faculty member must reach at least age 62 within the academic year prior to taking Phase-Out;
2. The faculty member must not have reached age 70 within the academic year prior to taking Phase-Out;
3. The faculty member must have 20 years of combined full-time service at Saint Leo University;
4. The faculty member must notify his/her department chair or Dean in writing by January 15 of their intention to utilize the Phase-Out.

The Phase-Out plan provides that eligible faculty shall get a two course semester relief during the first year of Phase-Out and remain responsible for all other duties required of faculty. In the second year of Phase-Out, faculty will have a two course semester relief and remain responsible for all other duties required of faculty except for the requirement to serve on committees. In year two of Phase-Out, faculty may serve on committees, if he/she chooses.

4A.1.1.15.12 Section 12. Required Changes

The University reserves the right, based on its continuing analysis of applicable laws and regulations, and after negotiation with UFSLU to make appropriate adjustments in the benefits provided in this Article.

4A.1.1.16 ARTICLE 16 – MANAGEMENT RIGHTS

4A.1.1.16.1 Section 1. University Rights

By this Agreement, the University and UFSLU have agreed to certain limitations to the management prerogatives of the University. However, it is the intention of the parties that the University shall retain all of its legal rights and privileges except those, which it has agreed to limit by the express and specific terms of this Agreement.

Nothing in this Agreement shall be construed to limit or impair the rights of the University to exercise its own exclusive discretion on all of the following matters without prior negotiation with UFSLU and without being subject to the grievance and arbitration procedures of this Agreement except as specifically and expressly provided for elsewhere in this Agreement:

- (a) To manage the University and exercise sole, exclusive control and discretion over the organization of the University and its operations thereof;
- (b) To determine the goals, purposes, and functions of the University;
- (c) To perform those duties and exercise those responsibilities which are assigned to it by law.
- (d) To determine and adopt such policies and standards, rules, and regulations as are deemed by it necessary for the efficient operation and general improvement of the University system;
- (e) To select management, supervisory, administrative, instructional, and other personnel;
- (f) To appoint, terminate, define workload, compensate, establish standards of performance, and otherwise direct the performance of a department chair or graduate Program director in those roles;
- (g) To determine the University curriculum in accordance with the Criteria for accreditation of the Southern Association of Colleges and Schools Commission on Colleges and as set forth by any applicable state or federal regulatory agencies and the by-laws, policies and procedures to be established by the Governance Committee;
- (h) To direct the workforce, and in accordance with the provisions of this Agreement to hire, promote, reappoint, grant leaves, and terminate or take other disciplinary action against a Faculty member for just cause; and
- (i) All other rights to manage the University which are not recited in or expressly limited by this Agreement are reserved by the University.

4A.1.1.16.2 Section 2. Interpreting Agreement

In interpreting this Agreement, there shall be absolute and complete regard for the rights, the responsibilities, and prerogatives of management, and this Article shall be so construed that there

shall be no interference with or restrictions on such rights, responsibilities and prerogatives except as it may be expressly limited in this Agreement.

The University acknowledges that with respect to salaries, benefits and working conditions that this Agreement is superior to any other governance or policy document. Both parties to this agreement acknowledge and mutually agree to open and negotiate modifications to this agreement as may be required by University governance process. It is further expressly understood that any such reopening shall be strictly limited to matter directly resulting from the University's governance process.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have entered into this Agreement as of the date and year first above written.

SAINT LEO UNIVERSITY, INC.

By: _____

Name: Arthur F. Kirk, Jr.

Title: President, Saint Leo University

Witness:

**THE UNITED FACULTY OF SAINT LEO UNIVERSITY UNITED
FACULTY OF FLORIDA, AFFILIATED WITH THE NATIONAL
EDUCATION ASSOCIATION**

By: _____

Name: Father Anthony Kissel

Title: President, United Faculty of Saint Leo University

Witness:

Volume V Academic Policies

5.0 Academic Policies

The Saint Leo University Academic Catalog has been written and designed to answer most of the questions that might be asked about undergraduate and graduate academic, admission, and registration policies at Saint Leo University.

The University hereby gives notice that it reserves the right to expand or delete or otherwise modify its degree programs or courses of study, to change its rules affecting the admission and retention of students or the granting of credit or degrees, to change the academic calendar, course offerings, course content, or to alter its fees and other charges, whenever such changes are adjudged by it to be desirable or necessary. In any such case, the University will give appropriate notice as reasonably practicable under the circumstances.

Students enrolled at Saint Leo University are responsible for adhering to all regulations, schedules, and deadlines outlined in the Catalog and in any volume, handbooks, contracts, or guideline sheets pertinent to their program. Students have the further responsibility of ensuring that all graduation requirements are met. Questions on these matters should be directed to the student's faculty advisor.

To view the Saint Leo University Undergraduate Academic Catalog, please select the following link:

http://www.saintleo.edu/resources/docs/stdnt_acad_catalog.pdf

To view the Saint Leo University Graduate Academic Catalog, please select the following link:

http://www.saintleo.edu/resources/docs/grad_stdnt_acad_catalog.pdf

Volume VI

Student Life and Development Policies

4.0 Introduction

This Volume VI contains current information regarding Saint Leo University policies, regulations, student rights and responsibilities, due process, and other student life information. Academic policies appear in Volume V of the Policy Manual. Saint Leo University reserves the right in its sole judgment to promulgate and change rules and regulations and to make any changes of any kind to its student life policies whenever it is deemed necessary or desirable.

4.1 General Student Information

For general student information including policies and procedures for housing, conduct, academics, athletics and other student related topics please visit one of the items below:

Saint Leo University Undergraduate Academic Catalog

http://www.saintleo.edu/resources/docs/stdnt_acad_catalog.pdf

Saint Leo University Graduate Academic Catalog

http://www.saintleo.edu/resources/docs/grad_stdnt_acad_catalog.pdf

Student Services

<http://www.saintleo.edu/SaintLeo/Templates/Inner.aspx?pid=193>

Residence Life

<http://www.saintleo.edu/SaintLeo/Templates/Inner.aspx?pid=176>

Saint Leo Athletics

<http://saintleolions.athleticsite.com/page.asp?articleID=3>